EXHIBIT 1



Service of Process Transmittal

06/25/2012

CT Log Number 520744583

TO: George Popofski

Quicken Loans Inc. 1050 Woodward Ave. Detroit, MI 48226

Process Served in West Virginia RE:

Quicken Loans Inc. (Domestic State: MI) FOR:

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Phillip Alig, et al., Pltfs. vs. Quicken Loans, Inc., et al., Dfts.

Name discrepancy noted.

DOCUMENT(S) SERVED: Coversheet, Summons, First Amended Complaint, Exhibit(s)

COURT/AGENCY: Ohio County Circuit Court, WV

Case # 11C428

Quicken Loans materially misrepresented the market value of the Alig's property NATURE OF ACTION:

ON WHOM PROCESS WAS SERVED: C T Corporation System, Charleston, WV

DATE AND HOUR OF SERVICE: By Certified Mail on 06/25/2012 postmarked on 06/22/2012

JURISDICTION SERVED: West Virginia

APPEARANCE OR ANSWER DUE: Within 30 days after service of this summons, exclusive of the day of service

James G. Bordas, Jr. Bordas & Bordas, PLLC ATTORNEY(S) / SENDER(S):

1358 National Road Wheeling, WV 26003 304-242-8410

REMARKS: Service of Process made on West Virginia Secretary of State on 06/21/2012 and sent

to CT Corporation on 06/21/2012.

ACTION ITEMS: CT has retained the current log, Retain Date: 06/25/2012, Expected Purge Date:

06/30/2012 Image SOP

Email Notification, George Popofski georgepopofski@quickenloans.com

Email Notification, Andy Lusk andrewlusk@quickenloans.com

Email Notification, Amika Thornton amikathornton@quickenloans.com

SIGNED: C T Corporation System

Amv McLaren PER: ADDRESS:

5400 D Big Tyler Road Charleston, WV 25313

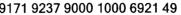
800-592-9023 TELEPHONE:

Page 1 of 1 / RK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Office of the Secretary of State Building 1 Suite 157-K 1900 Kanawha Blvd E Charleston, WV 25305







Natalie E. Tennant

Secretary of State Telephone: 304-558-6000 Toll Free: 866-SOS-VOTE www.wvsos.com

ControlNumber:

338590

Defendant:

Quicken Loans Inc.

County:

35

Civil Action:

6/21/2012

11-C-428

ı	am	enclosing:	

Quicken Loans Inc.

C. T. Corporation System 5400 D Big Tyler Road Charleston WV 25313

 summons	 affidavit		summons and complaint
 notice	 answer		summons and verified complaint
 order	 cross-claim		summons and amended complaint
 petition	 counterclaim		3rd party summons and complaint
 motion	request		notice of materialmans lien
 suggestions	 notice to redeem		notice of mechanic's lien
 interrogatories	 request for production		re-issue summons and complaint
 discovery	 request for admissions		subpoena duces tecum
 suggestee execution	 notice of uim claim	_1_	Summons and 1st Amended Complaint
 subpoena	 writ		
stinulation	writ of mandamus		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.

Sincerely,

Natalie E. Tennant Secretary of State

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SUMMONS

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO. 11-C-428

PHILLP ALIG AND SARA ALIG AND ROXANNE SHEA AND DAN SHEA, HUSBAND AND WIFE

VS.

QUICKEN LOANS INC

APPRAISALS UNLIMITED, INCORPORATED

DEWEY V. GUIDA

TITLE SOURCE, INC.

RICHARD W. HYETT

PLEASE SERVE:

QUICKEN LOANS INC. CC/O CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD (CHARLES, WV 25313

APPRAISALS UNLIMITED INCORPORATED C/O DEWEY V. GUIDA, PRESIDENT 3376 MAIN STREET WEIRTON, WV 26062

DEWEY V. GUIDA 1012 BARONE DRIVE WEIRTON, WV 26062

TITLE SOURCE, INC. D/B/A/ TITLE SOURCE, INC. OF WEST VIRGINIA C/O CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLES, WV 25313

RICHARD W. HYETT RD 1 BOX 406 MOUNDSVILLE, WV 26041

TO THE ABOVE NAMED DEFENDANT(S):

IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON JASON E. CAUSEY, ESQUIRE WHOSE ADDRESS IS 1358 NATIONALA ROAD, WHEELING, WV 26003 AN ANSWER, INCLUDING ANY RELATED COUNTERCLAIM YOU MAY HAVE TO THE COMPLAINT FILED AGAINST YOU IN THE ABOVE STYLED CIVIL ACTION, A TRUE COPY OF WHICH IS HEREWITH DELIVERED TO YOU. YOU ARE REQUIRED TO SERVE YOUR ANSWER WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT AND YOU WILL THEREAFTER BE BARRED FROM ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MAY HAVE WHICH MUST BE ASSERTED BY ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MAN COUNTERCLAIM IN THE ABOVE STAYLED CIVIL ACTION.

June 15, 2018

BY:

BRENDA L. MILLER CLERK OF COURT

DEPUTY CLER

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

PHILLIP ALIG, SARA J. ALIG, ROXANNE SHEA and DANIEL V. SHEA, Individually and on behalf of a class of persons,

Plaintiffs,

٧.

Civil Action Nos. 428 & 430 Judge Gaughan

QUICKEN LOANS, INC., and TITLE SOURCE, INC. d/b/a TITLE SOURCE INC. OF WEST VIRGINIA, INCORPORATED, DEWEY V. GUIDA, APPRAISALS UNLIMITED, INC., and RICHARD HYETT,

Defendants.

FIRST AMENDED COMPLAINT

Through their undersigned counsel, Plaintiffs bring this action on their own behalves and on behalf of a proposed class of West Virginians. Plaintiffs allege the following based on personal knowledge as to allegations regarding the Plaintiffs, and on information and belief as to other allegations.

I. INTRODUCTION

- 1. This action arises out of the conduct of the network of persons and entities involved in facilitating unlawful Quicken mortgage loans in West Virginia. Each Defendant's participation in the origination of Quicken mortgage loans is essential to the enterprise.
- 2. Defendants, and the claims alleged, include: (a) Quicken Loans, Inc., who originates the unlawful loans to West Virginia borrowers, charges borrowers a host of unlawful fees, and fails to provide borrowers with signed copies of loan documents at closing as West Virginia law requires; (b) Quicken's affiliate, Title Source, Inc., who purportedly performs loan-related services for borrowers and extracts unlawful fees from them, and whose



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participation in the transaction as an undisclosed affiliate violates state consumer-finance laws; and (c) a class of real estate appraisers—represented by Appraisals Unlimited, Inc., Dewey V. Guida, and Richard Hyett (collectively, "Defendant Appraiser Class")—who receive appraisal assignments from Quicken that improperly include the targeted appraisal figure Quicken needs to issue the loans.

II. IDENTIFICATION OF THE PARTIES

- 3. Plaintiffs Phillip Alig, Sara J. Alig, Roxanne Shea, and Daniel V. Shea are now, and have been, residents of Ohio County, West Virginia at all times material and relevant herein.
- 4. Defendant Quicken Loans, Inc. ("Quicken Loans" or "Quicken") is a corporation organized under the laws of the State of Michigan with its principal place of business located in Livonia, Michigan. Its agent for service of process is CT Corporation System, 707 Virginia Street E, Charleston, West Virginia 25301. Quicken Loans is part of a financial network and wholly owned by Rock Holdings, which is the same parent company that wholly owns Defendant Title Source, Inc. At all relevant times, Quicken Loans was actively engaged in the business of soliciting, writing and administering prime and sub-prime loans to West Virginia residents.
- 5. Defendant Title Source, Inc., d/b/a Title Source Inc. of West Virginia ("TSI"), is a corporation organized under the laws of the State of Michigan with its principal place of business located in Troy, Michigan. Its agent for service of process is Jeffrey Eisenshtadt, 1450 West Long Lake Road, Suite 400, Troy, Michigan 48098. TSI is a sister corporation of Quicken Loans, has a close relationship with Quicken Loans, shares office space with Quicken Loans, and acts as its appraisal management company.



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- 6. Defendant Appraisals Unlimited, Incorporated is a corporation organized under the laws of the State of West Virginia with its principal place of business located in Weirton, West Virginia. Process is to be served on its president, Dewey V. Guida at 3376 Main Street, Weirton, West Virginia 26062. At all relevant times, it was actively engaged in the business of appraising real property in the State of West Virginia.
- 7. Defendant Dewey V. Guida ("Guida") is an individual residing at 1012 Barone Drive, Weirton, West Virginia. At all relevant times, Guida was engaged in the business of appraising real property in the State of West Virginia.
- 8. Guida is a long term appraiser for Quicken and TSI performing more than one hundred appraisals of West Virginia properties for them and receiving their highest ranking for appraisers. Appraisals Unlimited and Guida have repeatedly provided Quicken with inflated appraisals and were primary defendants in the predatory lending matters styled, Brown v. Quicken Loans Inc., et al., Ohio County Civil Action No. 08-C-36; O'Brien v. Quicken Loans Inc., et al., Ohio County Civil Action No. 09-C-376; Blankenship v. Quicken Loans Inc., et al., Ohio County Civil Action No. 10-C-80; and Duncan v. Quicken Loans Inc., et al., Ohio County Civil Action No. 10-C-70.1, from whom significant relief was sought and obtained by way of settlements found to be in good faith by the respective trial courts.
- 9. Defendant Richard W. Hyett ("Hyett") is an individual residing at RD 1 Box 406, Moundsville, West Virginia. At all relevant times, Hyett was engaged in the business of appraising real property in the State of West Virginia.
- 10. Each of the above-named Defendants is liable for the unlawful acts of the others under the doctrines of agency, joint venture, and/or civil conspiracy.

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Loans Inc., et al., Marshall County Civil Action No. 11-C-38, from whom significant relief is sought.

Appraisals Unlimited and Guida are also primary defendants in the pending action styled, Cline v. Quicken

III. FACTUAL ALLEGATIONS

A. Quicken's Standard Practices

Quicken's Standard Practice Was To Communicate Target Appraisal Values To Its Appraisers In Order To Originate Loans

- 11. The U.S. Department of the Treasury has defined predatory lending as "engaging in deception or fraud, manipulating the borrower through aggressive sales tactics, or taking unfair advantage of a borrower's lack of understanding about loan terms...that, alone or in combination, are abusive or make the borrower more vulnerable to abusive practice."
- 12. As part of its predatory lending practices, Quicken has systematically sought to influence appraisers to provide appraisal values high enough to support issuance of loans.
- 13. One of the ways Quicken Loans has sought to influence appraisers is to provide the appraisers with suggested or estimated values on appraisal request forms before the appraisers provide their appraisal reports.
- 14. The practice of influencing appraisers has long been condemned by regulators, government agencies, the Appraisal Foundation, and others.
- 15. In *Brown v. Quicken Loans, Inc., et al.*, Civil Action No. 08-C-36 (Cir. Ct. of Ohio County) (Recht, J.), the Court determined that such a practice is contrary to the common law and consumer protection statutes of West Virginia, and concluded that "[n]o legitimate purpose is served by providing an appraiser with an estimated value of a property. The only purpose could be to inflate the true value of the property."
- 16. To obtain a Quicken mortgage loan, a borrower is required to pay the cost of the appraisal. Quicken charged borrowers, including the Plaintiffs, for the appraisal cost, but did not inform them of its efforts to influence the appraisal by passing on target appraisal values to purportedly independent appraisers.



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17. Quicken Loan's actions in compromising the integrity of the appraisal process rendered its appraisals unreliable and worthless.

Quicken's Standard Practice Was To Assess Unlawful And Excessive Fees

- 18. After Quicken Loans obtained an appraisal value sufficient to sustain the loan, Quicken employed standard practices to charge borrowers, including the Plaintiffs, excessive and unlawful fees.
- 19. For instance, Quicken would charge borrowers false, excessive, and unlawful fees for, *inter alia*, notarial services, document preparation, courier services, and bogus "loan discount" charges.
- 20. These fees violate applicable law, and have enriched Quicken at the expense of its borrowers.

Quicken's Standard Practice Was To Provide Borrowers With Unsigned Copies Of Loan Documents

- 21. The loans at issue in this case are primary mortgage loans, see W. Va. Code § 31-17-1(m), and therefore are subject to the requirements of the Residential Mortgage Lending Act.
- 22. At closing, Quicken provided West Virginia borrowers with a thick packet of unsigned loan documents. The packet included documents such as an amortization schedule, appraisal, payoff statement, invoices for closing-related services, insurance information, escrow disclosures, loan disbursement statement, note, deed of trust, and other critical loan documents.
- 23. The Residential Mortgage Lending Act provides that "[a] borrower must be given a copy of every signed document executed by the borrower at the time of closing." W. Va. Code § 31-17-8(j)(6).



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24. Despite this requirement, West Virginia borrowers, including the Plaintiffs, did not receive a copy of every signed document they executed at the time of closing.

Quicken's Standard Practice Was To Charge Fees Prohibited By The Residential Mortgage Lending Act

- 25. The Residential Mortgage Lending Act provides that "[e]xcept for fees for services provided by unrelated third parties for appraisals, inspections, title searches and credit reports, no application fee may be allowed" except in certain limited circumstances inapplicable in mortgage refinancing cases. See W. Va. Code § 31-17-8(g).
- 26. Notwithstanding this limitation, Defendant Quicken charged West Virginia borrowers, including the Plaintiffs, a fee payable to Title Source, Inc.
- 27. At the time each loan was closed, Title Source, Inc. was not an unrelated third party, but instead was an affiliate of Defendant Quicken.
- 28. The fees designated for Title Source, Inc. cannot be charged under the Residential Mortgage Lender Act.

B. The Named Plaintiffs' Allegations

The Alig 2007 loan

- 29. In late 2007, Quicken Loans solicited the Aligs to refinance their existing mortgage loan.
- 30. Quicken Loans arranged for Defendants Guida and Appraisals Unlimited to appraise the Aligs' home.
- 31. Upon information and belief, Quicken followed its standard unlawful practice of sending Defendants Guida and Appraisals Unlimited an appraisal request form that included a target appraisal value in the form of an "estimated value."



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- 32. Defendants Guida and Appraisals Unlimited issued an appraisal report stating that, as of December 17, 2007, the market value of the Aligs' home was \$125,500.
- 33. In fact, the market value of the home as of that date was \$99,500, a fact the Aligs did not discover until 2011.
- 34. Through its appraisal, Quicken Loans materially misrepresented the market value of the Aligs' property.
 - 35. The Aligs justifiably relied on this misrepresentation, to their detriment.
- 36. In reliance on the appraisal, on or about December 27, 2007, the Aligs executed a promissory note in the principal sum of \$112,500.00; the note was secured by a deed of trust on the Aligs' property in favor of Quicken Loans (the "Alig 2007 loan").
- 37. Quicken charged the Aligs \$7,043.00 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by contract, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit A**.
 - 38. The unlawful fees include:
 - a. Excessive fees for notary services;
 - b. \$260.00 for the bogus Guida/Appraisals Unlimited appraisal;
 - c. \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the Alig 2007 loan; and
 - d. A "loan discount fee" of 3.5% of the loan amount, or \$3,953.25.
- 39. The loan discount fee purportedly was a charge for the Aligs to "buy down" their interest rate.
 - 40. In fact, the loan discount fee did not reduce the Aligs' interest rate at all.



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- 41. Instead, the loan discount fee was simply part of a compensation package Quicken provided to its agents or "mortgage bankers." The package gave Quicken's mortgage bankers the discretion to charge a rate/point/fee structure that exceeds the structure for which its customers qualified. Quicken refers to the revenue generated by the loan discount fee as a "premium," and splits the proceeds between itself and its loan agents.
- 42. Quicken Loans' misrepresentation of the loan discount fee is materially false, deceptive, and unfair.
 - 43. The Aligs did not discover the true nature of these excessive charges until 2011.
- 44. The Aligs did not receive signed copies of all loan documents from Quicken at the closing of the 2007 loan.

The Alig 2011 loan

- 45. In late 2010, Quicken Loans solicited the Aligs to refinance their mortgage loan a second time.
- 46. Appraiser Lucas R. Johnson issued an appraisal report stating that as of November 22, 2010, the market value of the Aligs' property was \$115,000.
- 47. That value was false. At the time, the market value of the Aligs' property was approximately \$99,500.00.
- 48. Through its appraisal, Quicken Loans materially misrepresented the market value of the Aligs' property.
 - 49. The Aligs justifiably relied on this misrepresentation, to their detriment.
- 50. In reliance on the appraisal, on or about January 18, 2011 the Aligs executed a promissory note in the principal sum of \$113,524.00; the note was secured by a deed of trust on the Aligs' property in favor of Quicken (the "Alig 2011 Loan").



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- 51. Quicken charged the Aligs \$5,054 for origination and closing costs. These charges were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Aligs, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit B**.
- 52. The Aligs were charged a standard fee of \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the Alig 2011 Loan.
 - 53. The Aligs were not provided with signed loan documents.

The Shea 2006 loans

- 54. In early 2006, Quicken Loans solicited the Sheas for a pre-approved home purchase loan.
- 55. Quicken Loans arranged for Defendants Guida and Appraisals Unlimited to perform an appraisal report. The report stated the market value of the home the Sheas intended to purchase was \$151,000 as of April 27, 2006.
- 56. This appraisal was false. In fact, the market value of the home was \$115,500, a fact the Sheas did not discover until 2011.
- 57. Through the appraisal, Quicken Loans materially misrepresented the market value of the home.
 - 58. The Sheas justifiably relied on this misrepresentation, to their detriment.
- 59. In reliance on the appraisal, on or about May 10, 2006 the Sheas executed two promissory notes in the principal sums of \$119,475.00 and \$29,875.00. The notes were secured by deeds of trust on the Sheas' property in favor of Quicken (the "Shea 2006 Loans").



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- 60. Quicken charged the Sheas \$5,854 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Aligs, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit C**.
- 61. The excessive and unlawful fees include \$260 for the bogus appraisal, and a "loan discount fee" of \$2,986.88, or 2.5% of the loan amount.
- 62. The loan discount fee, and all loan discount fees referenced in this complaint, was deceptive, unlawful, unfair and improper for the same reasons stated above with respect to the Alig loans.
- 63. The Sheas did not discover the true nature of the excessive charges, or of the bogus Guida/Appraisals Unlimited appraisal, until 2011.
 - 64. Quicken did not provide the Sheas with copies of signed loan documents.

The Shea 2008 loan

- 65. In mid-2008, Quicken Loans solicited the Sheas to refinance their 2006 mortgage loans.
- 66. Quicken Loans arranged for Defendant Hyett to appraise the Shea home. Upon information and belief, Quicken followed its standard practice of sending Defendant Hyett an appraisal request form that included a target appraisal value in the form of an "estimated value."
- 67. Defendant Hyett issued an appraisal report stating that, as of July 2, 2008, the market value of the Sheas' home was \$158,000.
- 68. In fact, the market value of the home as of that date was \$135,000, a fact the Sheas did not discover until 2011.



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- 69. Through the appraisal, Quicken Loans materially misrepresented the market value of the home.
 - 70. The Sheas justifiably relied on this misrepresentation, to their detriment.
- 71. In reliance on the appraisal, the Sheas executed a promissory note in the principal sum of \$155,548. The note was secured by a deed of trust on the Sheas' property in favor of Quicken (the "Shea 2008 Loan").
- 72. Quicken charged the Sheas \$6,817 in origination and closing costs. These charges were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Sheas, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit D**.
- 73. The unlawful fees include excessive fees for notary services; \$430.00 for the bogus appraisal; and \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the loan.
 - 74. The Sheas did not discover the true nature of these excessive charges until 2011.
 - 75. The Sheas were not provided with signed loan documents.

C. Class Allegations

- 76. Plaintiffs bring this action on their own behalf, and on behalf of all other similarly situated individuals, under Rule 23(b)(3) of the West Virginia Rules of Civil Procedure.
 - 77. The proposed Plaintiff class is tentatively defined as:

All West Virginia citizens at the time of the filing of this action who, within the applicable statute of limitations preceding the filing of this action through the date of class certification, obtained mortgage loans from Defendant Quicken, and (a) were provided unsigned loan documents at closing, (b) were assessed loan discount, courier, or notary



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- fees, or (d) for whom Quicken obtained appraisals through an appraisal request form that included an estimate of value of the subject property.
- 78. Rule 23(a) provides that "[o]ne or more members of a class may sue *or be sued* as representative parties" if the requirements of the Rule are met. W. Va. R. Civ. P. 23(a) (emphasis added).
- 79. Under this Rule, Plaintiffs bring this action against a class of Defendant Appraisers. The named representative appraisers are Defendants Guida and Hyett.
 - 80. The proposed class of Defendant Appraisers consists of:

All real estate appraisers who are citizens of the State of West Virginia at the time of the filing of this action and who performed appraisals in connection with home-secured loans on West Virginia on behalf of Quicken after receiving an appraisal request form with an estimate of value on it.

- 81. The requirements of Rule 23 are satisfied.
- 82. The classes are so numerous that joinder of all members is impracticable.
- 83. There are questions of law and fact common to all members of the class.
- 84. The named Plaintiffs' claims are typical of those of the class as a whole.
- 85. The Plaintiffs have displayed an interest in vindicating the rights of the class members, will fairly and adequately protect and represent the interest of the class, and are represented by skillful and knowledgeable counsel. The relief sought by the named Plaintiffs will inure to the benefit of the class generally.
- 86. The common questions of law and fact predominate over individual questions, and the class action device is superior to other available methods for the fair and efficient adjudication of the controversy.



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IV. LEGAL CLAIMS

A. Claims on Behalf of Plaintiffs and the Proposed Class

Count One—Civil Conspiracy (Against all Defendants)

- 87. Plaintiffs incorporate the preceding paragraphs by reference.
- 88. By their conduct alleged above, all Defendants and the Defendant Appraiser Class engaged in concerted action to accomplish an unlawful purpose or to accomplish some purpose, not in itself unlawful, by unlawful means.
 - 89. As alleged above, this conduct caused injury to the Plaintiffs.
- 90. By their conduct alleged above, these Defendants have engaged in an unlawful civil conspiracy.
- 91. These Defendants combined their money, time, and experience to close the subject loans. Each act undertaken above was in furtherance of and within the scope of this joint effort. Each Defendant benefited from the joint acts.

Count Two—UDAP (Against all Defendants)

- 92. Plaintiffs incorporate herein each allegation in this Complaint.
- 93. By their conduct, each Defendant and the Defendant Appraiser Class engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104.
 - 94. This conduct includes, but is not limited to:
 - a. Depriving Plaintiffs of the benefit of their bargain—specifically, of a fair and unbiased appraisal—by providing value estimates to appraisers and the acceptance of appraisal orders which contained value estimates.
 - b. Omitting and concealing from Plaintiffs the material fact that value estimates were being provided to the appraisers.



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- c. Defendant Quicken Loans charged numerous unlawful fees as alleged herein. Each unlawful fee constitutes a violation of W. Va. Code § 46A-6-104.
- d. Defendant Quicken Loans misrepresented the nature of the "loan discount fee." This fee provides no discount to borrowers, but is in fact a duplicative broker/lender fee, and is not authorized under West Virginia law.

Count Three—Residential Mortgage Lending Act (Against Quicken)

- 95. Plaintiffs incorporate herein each allegation in this Complaint.
- 96. The "Express Mail/Courier Fees," "Loan Discount Fees," and notary fees are not authorized by W. Va. Code § 31-17-8 (c), (g), and (m)(1).
- 97. The "Loan Discount Fee" is in fact a duplicative broker and lender fee, and is misleadingly characterized as a loan discount fee.
- 98. The "Express Mail/Courier Fees" are excessive, and exceed or misrepresent the fees actually charged by third-party courier services.
- 99. The notary fees are excessive, and exceed or misrepresent the fees actually charged by the third-party notaries performing notary services.

Count Four—Unconscionable Contract (Against Quicken)

- 100. Plaintiffs incorporate herein each allegation in this Complaint.
- 101. Plaintiffs incorporate the preceding paragraphs by reference.
- 102. As a result of Defendant Quicken's conduct as alleged above—including, but not limited to, its passing on target appraisal values to appraisers, charging of illegal fees, and providing unsigned loan documents to borrowers—all or part of the subject loans were unconscionable at the time they were made, or were induced by unconscionable conduct. *See* W. Va. Code § 46A-2-121(1).



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Count Five—Real Estate Appraiser Licensing & Certification Act (Against Defendant Appraiser Class)

- 103. Plaintiffs incorporate herein each allegation in this Complaint.
- 104. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against the Defendant Appraisers and the proposed Defendant-Appraiser Class.
- 105. The Defendant Appraisers and the Defendant-Appraiser Class accepted assignments listing target value numbers on appraisal request forms, and accepted fees contingent upon the reporting of a predetermined value, all in violation of W. Va. Code §§ 30-38-12(3) and 30-38-17.
- 106. As a result of these violations, Plaintiffs suffered damages, including the costs of their appraisals.

Count Six—Unauthorized Charges (Against Quicken)

- 107. Plaintiffs incorporate herein each allegation in this Complaint.
- 108. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against Defendant Quicken Loans.
- 109. Defendant Quicken Loans charged Plaintiffs and Plaintiff Class members numerous unlawful fees.
- 110. Defendant Quicken Loans charged "Express Mail/Courier Fees" in the amount of \$45, and "Loan Discount Fees" in the amount of a percentage of the loan amount, and often amounted to several thousand dollars. Such fees are not authorized charges under W. Va. Code \$ 46A-3-109(a) because they are not authorized closing costs or official fees as defined in W. Va. Code \$\$ 46A-1-102(7) and (28).



1358 National Road Wheeling, WV 26003 t 304-242-8410 f 304-242-3936

- 111. The "Loan Discount Fee," contrary to its name, provides no "discount" to the borrower. To the contrary, it is in fact a second (and impermissible) broker/origination fee.
- Defendant also charged Plaintiffs and Plaintiff Class members unlawful notary fees. Notary fees, such as those charged by Defendants, are not allowable closing costs under W. Va. Code § 46A-1-102(7)(d) because under W. Va. Code § 29C-4-301, the maximum notary fee that may be charged is \$2.00.
- 113. These illegal fees violate W. Va. Code § 46A-2-128(d), which prohibits the collection of fees or charges incidental to the principal obligation if not allowable by law.

Count Seven—Breach of Contract (Against Quicken)

- 114. Plaintiffs incorporate herein each allegation in this Complaint.
- 115. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against Defendant Quicken Loans.
- 116. Quicken Loans has a duty of good faith and fair dealing implied in every contract that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the benefit of their contract.
- 117. Prior to the consummation of loans, including the above describe loans, Quicken Loans requires potential borrowers, including the Plaintiffs and Plaintiff Class members, to submit a deposit to be used to pay for appraisals and borrowers, including the Plaintiffs, are required to sign a contract typically titled Interest Rate Disclosure and Deposit Agreement pertaining to each party's rights and responsibilities with respect to payment for appraisals. Plaintiffs along with Quicken Loans executed such a contract.
 - 118. Quicken breached its contracts by:



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- a. Depriving Plaintiffs of the benefit of their bargain specifically, of a fair and unbiased appraisal by providing value estimates to appraisers; and
- b. Omitted or concealing from Plaintiffs the material fact that value estimates were being provided to the appraisers.
- 119. Quicken's conduct constitutes a breach of the duty of good faith and fair dealing.
- 120. As a direct and proximate result of these breaches, Plaintiffs suffered damages, including the cost of the compromised, false and unreliable appraisals.

Count Eight—Negligence and Negligence Per Se (Against all Defendants)

- 121. Plaintiffs incorporate herein each allegation in this Complaint.
- 122. The Defendants, Appraisals Unlimited, Guida, and Hyett in making the false appraisals as hereinabove alleged, breached the standards for professional practice in violation of W. Va. Code § 30-38-17.
- 123. In addition, Defendants, Appraisals Unlimited, Guida, and Hyett breached the duty of care that is required in the appraisal industry, by negligently issuing erroneous appraisal reports upon which the parties relied.
- 124. As a direct and proximate result of the above-described conduct, the Plaintiffs are entitled to actual damages, as hereinabove described, and a civil penalty pursuant to W. Va. Code § 30-38-15(c).

B. Claims by the Named Plaintiffs Only

Count Nine—Fraud/Intentional Misrepresentation (Against all Defendants)

125. Plaintiffs incorporate herein each allegation in this Complaint.



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- 126. Quicken Loans by way of its acts, omissions and concealments, intentionally made representations to the Plaintiffs that were false and/or made representations with a reckless disregard as to their veracity.
- 127. Quicken Loans intended to induce the Plaintiffs to act based on its misrepresentations.
- 128. Quicken Loans misrepresentations as to the value of Plaintiffs' properties played a substantial part in inducing the Plaintiffs to enter into the above described loan agreements.
- 129. Such reliance on Quicken Loans misrepresentations by the Plaintiffs was justified.
- 130. The Plaintiffs further reasonably relied upon the procedures of origination being proper and consistent with prudent industry practices when entering into this loan agreement.
- 131. As a direct and proximate result of Quicken Loans misrepresentations, as hereinabove alleged, the Plaintiffs suffered actual damages as hereinabove described.
- 132. The conduct of Quicken Loans and TSI, as hereinabove alleged, was done willfully, wantonly, recklessly and/or with complete indifference to their obligations under West Virginia law. Furthermore, the Defendants Quicken Loans and TSI regularly engage in this type of conduct.
- 133. The Plaintiffs, in addition to compensatory damages, should be awarded punitive damages in an amount that will punish Quicken Loans and its agent and joint venture partner TSI for their wrongful conduct and will deter them and other similarly situated institutions from engaging in similar conduct in the future.
- 134. Plaintiffs are further entitled to appropriate equitable relief and the reasonable attorney fees and costs incurred in this action.



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Count Ten—Illegal Loans in Excess of Fair Market Value (Against all Defendants)

- 135. Plaintiffs incorporate herein each allegation in this Complaint.
- 136. Defendants Quicken Loans and TSI induced the Plaintiffs into loan transactions that exceeded the fair market value of the Plaintiffs' property in violation of W. Va. Code § 31-17-8(m)(8).
- 137. Defendants cannot meet their burden of establishing the elements of the affirmative defense set forth in W. Va. Code § 31-17-8(m)(8), as the appraisals at issue do not reflect independent valuations, were not bona fide and do not conform to the Uniform Standards of Professional Appraisal Practice ("USPAP").
- 138. As a direct and proximate result of these willful violations, the Plaintiffs are entitled to the following statutory relief: actual damages, to have the loan declared void and to attorneys' fees and costs under W. Va. Code § 31-17-17.
- 139. The conduct of the Defendants Quicken Loans and TSI, as hereinabove alleged, was done willfully, wantonly, recklessly and/or with complete indifference to their obligations under West Virginia law. Furthermore, the Defendants Quicken Loans, and TSI regularly engage in this type of conduct.
- 140. The Plaintiffs, in addition to compensatory damages, should be awarded punitive damages in an amount that will punish these Defendants for their wrongful conduct and will deter them and other similarly situated institutions from engaging in similar conduct in the future.

V. RELIEF SOUGHT

On their own behalves, and on behalf of the proposed Plaintiff Class, Plaintiffs seek the following relief:



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- a. Certification of the proposed classes;
- b. Judgment on all counts, together with an award of all available relief;
- c. A declaration that Defendants' acts were unlawful;
- d. Injunctive relief ordering the Defendants to cease engaging in the conduct described herein;
- e. For each act or practice found to constitute an unfair or deceptive act or practice, a penalty of the greater of \$200 or actual damages under W. Va. Code § 46A-6-106;
- f. For each violation of Chapter 46A, including but not limited to each assessment of an illegal fee, a civil penalty up to the maximum as provided for under W. Va. Code § 46A-5-101 & 106;
- g. The voiding or modification of the mortgage loans, or a declaration to this effect, for all class members under W. Va. Code §§ 31-17-17 & 46A-2-121;
- h. Disgorgement and restitution of all illegal loan fees;
- i. Actual, compensatory, and punitive damages;
- j. Attorneys' fees and costs;
- k. Pre- and post-judgment interest; and
- 1. All other appropriate relief.

JURY TRIAL DEMANDED

Plaintiffs,

By/Connset

JAMES G. BORDAS JR. #409

JASON E. CAUSEY #9482 BORDAS & BORDAS, PLLC

1358 National Road Wheeling, WV 26003

(304) 242-8410

and



1358 National Road Wheeling, WV 26003 t 304-242-8410 f 304-242-3936

246 West Main Street St. Clairsville, OH 43950 t 740-695-8141 f 740-695-6999

bordaslaw.com

JOHN W. BARRETT #7289 JONATHAN MARSHALL #10580 BAILEY & GLASSER, LLP 209 Capitol Street Charleston, WV 25301 (304) 345-6555



1358 National Road Wheeling, WV 26003 t 304-242-8410 f 304-242-3936

246 West Main Street St. Clairsville, OH 43950 t 740-695-8141 f 740-695-6999

bordaslaw.com

Settlement Statement	artment of Housing	t .		
	n Development		val No. 2502-0491	
Name & Address of Borrower:		Name & Address of Lender:		
Phillip Allg, Sara J. Alig		oans Inc. (Lender)		
	1		lichael Lyon	
1971 Highland Ln	Livonia, M		ico President of Iorlange Operatio	
Wheeling, WV 26003 Properly Location: (If different from above)	Selloment		ordade Obersio	
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Wheeling, WV 26003	Place of Se			
		nland Ln., Wheeling, WV 26003	•	
Loan Number:	Soldement	Date: 12/27/07	The same of the sa	
	Disburson	ment Dato: 01	/02/08	
L. Settlement Charges		M. Disbursements to Others		
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802. Loan Discount Fee 3,500 % to: Quicken Loans Inc.	\$3,953.26	1502, AMERICAN HONDA FINANCE	\$4,584.00	
803. Appraisal Foe to: APPRAISALS UNLIMITED INC	\$180.00	1503. BANK OF AMERICA	. \$4,141.00	
804. Credit Report to: Flsery Credister	\$17.30			
807. Flood Life of Loan Coverage to: First American Flood	\$5,00			
808. Flood Cert Fee to: First American Flood Dala Services	\$10.50	A CONTRACTOR OF THE PROPERTY AND A SECURITION OF THE PROPERTY AND A SECURITION OF THE PROPERTY AND ASSOCIATION OF THE PROPERTY ASSOCIA		
809. Underwriting Fee to: Quicken Loans Inc. 810. Processing Fee to: Quicken Loans Inc.	\$295.00 \$575.00			
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1108. Tillo Insurance to: FNTG - TICOR	\$300.00			
1116. Tex Certification Fee to: Title Source, Inc. 1200. Government Recording and Transfer Charges	\$18.00		···	
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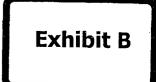
A. Settlement Statement (HUD-1)

OM8 Approval No. 2502-0265

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D. Name & Address of Borrower:	E. Namo & Addres	es of Seller:	F. Nama & Address of Lender:
Phillip A. Alig			Quicken toans Inc.
Saro J. Alig		•	
1971 Highland tn Wheeling, NV 26003-5418			1050 Woodward Ave Detroit. MI 48226-1906
G. Property Location:	H. Settlement Ago	int:	1. Settlement Date:
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Wheeling, WV 26003-6418			
	(304)242-4263 Place of Sottleme		Disbursement Date: 01/24/11
		n. 1. Wheeling, WV 26003-54	118
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100. Gross Amount Due from Borrower		400. Gross Amount Due to	o Soller
101. Contract sales price		401. Contract entes price	
102. Personal property		402. Personal property	
103. Settlement charges to berrower (line 1400)	\$5,054.41 \$109,890.65	404.	
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203. Existing loan(s) taken subject to	\$750.00	503. Existing loan(s) taker	
204.Good Faith Deposit to Quicken Loans Inc.	\$709.50	505. Payoff of Best mortge	
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301. Gross amount due from borrower (line 120)	1114,945.06	801. Gross amount due to	sellor (lino 420)
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303. Your adjusted origination charges		(from GFE A)		~~~	\$1,124.00	
304. Appreisal fee to ISI Appraisal Services	***************************************	(from GFE #3)			\$575,00	
006. Crudit roport to Credco	,	(from GFE #3)			\$17.05	
306. Tax service to	******************	(Irom GFE #3)			ļ	
307. Flood conflication CoreLogic Flood Services		(from GFE #3)	·		\$5.00	
108. Flood Determination Fee Corelogic Flood Services	~~~~~~~				\$10,50	
12. Tax Certification fee Title Source, Inc.					\$18.00	ļ
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902. Mortgage insurance premium for 12 months to Federal 110	using Administr		m=_::::::::::::::::::::::::::::::::::::	nanced	\$1,124.00	
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1101. Title services and lander's title insurance		(Irom GFE #4))		\$1.165.12	
1102. Settlement or closing for Title Source, Inc.	\$ 575	.00				
1103. Ovmer's title insurance		(from OFE #6)				
1 104. Landar's title insurance \$ 195.12						
1105. Lander's title policy limit \$ 113,524.00	and a supple required by the supple services and the services.					
1108. Owner's title policy limit #		****				
1107. Agent's portion of the total title insurance premium \$ 335.		**********		·		
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III. Express motificanties fee		5.00			 	
1200, Government Recording and Transfer Charges	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	~	~	****	L	
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B. Type of Loan	onomionam (model/enter		Market Transport Strategy Control of the Control of	and the state of t	CHARLES AND STREET			
1.[] FHA 2.[] FmHA 3.[X] Conv. Unins. 6. File Number:			7. Loan Number: 8. Mortgage Insurance Case Number:					
4.[] VA 5.[] Conv. ins.								
C. NOTE: This form furnishes a statement of :	settlen	ent costs, Amou	ils paid to and by the s	ellement agent are shown. Item	s marked			
"(p.o.c.)" were paid outside the closing; they a	re sho	wn for information	nal purposes and are n	ot included in the totals.				
D: Name & Address of Borrower:	E. Na	no, Address & Ti	N of Seller:	F. Name & Address of Lender	:			
Roxanne Shea	Mary .	Jane Pauley		Quicken Loans Inc.				
21 Ridgewood Avenue	21 Ric	igowood Avenue		20555 Victor Parkway				
Wheeling , WV 26003	Whee	ling	, WV 26003	Livonia , Mi 481	52			
G. Property Location:	TINO	Soller:		H. Settlement Agent:				
21 Ridgewood Avenue	Place	of Sottlement	مهر سروح ها و در و المسلم المراه المدين و المراه	Intenfeld Law Office PLLC				
Wheeling, WV 26003	78 1/2	Fourteenth Stree	t					
	Whee	ling, WV 26003		I. Settlement Date: May 10	, 2006			
J. Summary of Borrower's Transaction	*******		K. Summary of Seller	's Transaction				
100. Gross Amount Due from Borrower:		AV-10-5-1-4-5-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	400. Gross Amount D	ue to Soller:				
101. Contract sales price		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	401. Contract sales pri	·	149,350.00			
102. Personal Property			402. Personal Property		and the second s			
103, Borrower's settlement charges (line 140	<u>~</u>	5,854.00		nagari ana mininggaga an dan bangkagaga ga ga mananan nagan kanggabin da miningga ga				
104.	<u></u>	0,007.00	404.					
105.		************	105.		engindesinghamous productive disease, on a re-			
Adjustments for Items paid by setler in ad			AND ASSESSMENT OF THE PARTY OF	s paid by soller in advance				
The state of the second state of the second	AGIICA	0.00	408, City/town taxes	to	0.00			
106. City/town taxes to 107. County taxes to	*****		407. County taxes	to	0.00			
108. Assessments 5/10/08 to 6/30	100		408. Assessments	5/10/08 to 6/30/06	10.68			
\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$\$P\$	100		400. //888/85/1/8/1/8	10 0/30/00	0.00			
109. to		0,00	410.					
			411.					
111.	*******		412.	-				
112.	********			and the second section of the second section of the second section sec				
113.			413.	galar Baranan digamat kalan kalan kanan arawa da antah ya karana arawa da antah ya karana arawa da antah ya ka				
120. Gross Amount Due from Borrower		155,214.68	420. Gross Amount D		149,360.68			
200. Amounts Paid by or in Bohalf of Born	ower:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		mount Due to Seller:				
201. Deposits or earnest money			601. Excess deposit (e					
202. Principal amount of new loan(s)	*****	119,476.00	502. Settlement charg		683.80			
203. Existing loan(s) taken subject to	·		503, Existing loan(s) to	aken subject to				
204.	****			rigage to The Citizens Bank	34,235.55			
205. Credit for application deposit			505. Payoff of second					
206. Seller closing cost credit		4,350.00	506. Seller closing cos	st credit	4,350.00			
207.			507.	-				
208. Proceeds from second loan	w	28,354.02		tarakan mengantun dituntuk di Perlandan penganya Adah danan Mispiri dak bermindak di per				
209.		<u> </u>	609.	**************************************				
Adjustments for items unpaid by seller	-		Adjustments for item	**************************************	·			
210. City/town taxes to	·		510. City/town taxos	to	0.00			
211. County taxes 1/1/08 to 5/10	0/06		511. County taxes	1/1/06 to 5/10/06	219.55			
212. Assessments to	_		612. Assessments	to	0.00			
213. to	-	0.00	513.	lo ·	0.00			
214.			514.	and the second of the second o	-			
216,			815.	**************************************				
216.	************	· · · · · · · · · · · · · · · · · · ·	516.					
217.	~~		617.					
218.			518.		,			
219.			519.					
220. Total Paid Bylfor Borrower	152,749.37	620, Total Reduction	Amount Due Seller	39,468.90				
300. Cash at Settlement From/to Borrows	r		800. Cash at Settlen	ent Taifrom Seller				
301. Gross amount due from borrower (line	120)	155,214,60	601. Gross amount d	ue to seller (line 420)	149,360.08			
302. Less amounts paid by/for borrower (lin-	e 220)	152,749.37	802. Less reductions	in amount due seller (line 520)	39,468.90			
303. Cash A from to Borrower		2,466.31	603. Cash 🗓 to	from Seller	109,891.78			
			······································					

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perfury, I certify that the number shown on this statement is my correct taxpayer identification number.

Substitute Form 1009 Seller Statement

(Soller)	Mary Jane Parely (Soller)
	Mary Jane Pauley



total satesierokers Commission; (based on price) 149,350,00 @ % Division of Commission (line 700) as follows:	Paid from Borrower's Funds at	Paid From Seller's Funds at
	Solllement	Settlement
Commission paid at Settlement		0.0
. Items Payable in Connection with Loan		***********
. Loan Origination Fee		
Loan Discount Fee 2.50000%	2,986,80	
Apprateal Fee to Appraisals Unlimited Cradit Report to KFD (Kroll Factual Data)	180.00 7.19	مريون والمستومون ب المستومون الم
Lender's Inspection Fee		
, Mortgage Insurance Application Fee		
, Flood life of loan coverage to First American Flood Data Services I. Flood cert fee to First American Flood Data Services	5.00 10.50	
). Underwiiling Fee to Gulcken Loans	295.00	***************************************
). Processing Fee to Quicken Loans	675,00	
. TSI Appreisal Services	80.00	
	· · · · · · · · · · · · · · · · · · ·	
), Itams Required by Lender to Be Paid in Advance		
I. Interest from May 10, 2006 to Jun 1, 2006 @ 21,9900 per day 2. Mongage Insurance Premium for	483.78	
z, mongage insurance Premium for 3. Hazard Insurance Premium for		
D. Panerta Danalist with Landar		
00, Resorves Deposited with Lendar 01. Hazard fesurance 3 months @\$ 54.13 per month	162.30	********
22. Mortgago insurance months @ \$ per month	0,00	
03, City properly taxes months @\$ per month	0.00	
04, County property taxes 2 months @ \$ 60,47 per month 05, Annual assessments months @ \$ per month	100.94	
06. months @ \$ per month	0.00	-
27.		
98.	450.00	ļ
00. Aggregate Accounting Adjustment 00. Title Charges	(158.68)	
01. Scillement/closing fee		
02. Abstract/fijle search		
03. Title examination to ihlenfeld Low Office PLLC 04. Title insurance binder	600.00	
05. Document preparation		
08. Notary fees		
07. Attorney's fees		
(includes above item numbers 08. Title Insurance to First American	380.00	
(includes above item numbers		
00. Lender's coverage \$119,475.00		
10. Owner's coverage		
11, Courier Fee to Intenfeid Law Office PLLC 12, Document Fee to Intenfeid Law Office PLLC	50.00 50.00	
13.		
200. Government Recording and Transfer Charges		1
201. Recording: Deed 11.00 Mortgage 25.00 Release 6.00 202. City/county tax/stamps: Deed 657.80 Murtgage	36.00	G5
203, State (av/stamps; Deed Mortgage	0,00	
<u>04.</u>		
205. 206.		·
200. 300. Additional Sottlement Charges		1
301, Survey		
302, Pest Inspection		
303, 304, VOD/VOMVOR to Quicken Loans	10.0	5
306.	19.00	
306.		
307, 308,		
308. 400. Total Settlement Charges (This Number Transfers to Lines 103 & 602 Above)	5,854.0	0 66
CERTIFICATION have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belie free could be used to be used to the best of my knowledge and belie free could be used to be used	ol, il is a true and acc I have received a cor	urale statemer
eltioment Statement: Mary Jane Paulty Seller Bokun Boxanne	Sus D Shea	_≆ , Borrower
Seller		Borrower
the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and acceived and have prepared in true and acceived and have preen or yill be dishurghdly the undersigned as part of the settlement/of this trap.		

Therifold Law Office PLLC

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Settlement Statement Optional Form for ransactions without Sollers end Urban Dellans & dellans of Borrower	trènico la	OMB Approval N	6,2802-0491
lame & Address of Bortoviat Roxanne Shea, Daniel V. Shea	Quicken Li	Iross of Lender Jans Inc. (Lender) Might or Perkway Might	el Lyon
21 Ridgewood Ave Wheeling, WV 26003	Livonia, MI	48152 Vice I	resident of age Operatio
roperly Location: (if different from above)	Selliement A		
21 Ridgewood Ave	Title Source	The second secon	12.
Wheeling, WV 26003	Place of Sell 21 Ridgew	ood Ave, Wheeling, WV 26003	
oan Mundyer	Selllement D Disbursem	ato: 07/31/08 ent Dato: 08/05	108
L. Sotllomont Charges		M. Disbursoments to Others	
800. Items Payable In Connection with Loan		1501. OOWEN LOAN SERVICING L	\$30,058.08
801. Losh Oilghátion Feo 1.000 % to: Quickan Logne line. 003. Appreisal Feo to: WILSON APPRAISAL SERVICE LLC	\$1,532,50 \$350,00	1502 AMERICAS SERVICING CO	\$110,961.92
804. Gradil Report to: Gradeo	\$48.17		
807. Flood Life of Louis Coverage to: First American Flood	\$5.00		
808. Flood Cort Fee to: Flist American Flood Data Services	\$10,50		
813. MI Peld in Cash	\$0.76		منشب بشند
808. TS⊩Appalen Services 900. Items Required by Londer to be Paid in Advance	.900.00	 	مسانيند
801; Int som 08/05/2008 to 09/01/2008 (a) \$ 28.23 per day for 27 days	\$782.21	enterprise mentre un est de construir com mentre de construir de la participa de construir de construir de con La construir de construi	
902. Morigaga Insurance Premium for 12 Months: Financed	\$2,298.00	د موسود می در می در	
1000. Reserves Deposited with Lender			
1001: Hazard Instriance: Cimonths @\$ - \$51.97 per month	\$320.82		
1002. Mortgage Insurance 1 months @\$ \$63.54 per month	\$63,64		ļ
1003. County Texas 3 months @\$ \$59.51 per month 100B. Aggregate Acot. Adjustment	\$176.53 \$-228.51		} <u>-</u>
1100. Title Charges Title Commitment 02927610	0.220.01		
1101. Sulliement/Closing Fee to: Title Source Inc - Notery	575.00		
1102, Abstract or Tille Search to: TITLE SOURCE, INC.	\$150.00	The second secon	
1108. Title Insurance Io: TITLE SOURCE, INC.	\$187.80		
1113. Add Endo/semant Fee to: Tille Source the : Notary. 1116. Tax Cortification Fee to:	\$30.00		
1200. Government Recording and Transfer Charges		alanguan planera e ser in generalan alan e ang in epong tini da aming en	
1201b. Recording Moduage Fee	\$24.00		
1300. Additional Settlement Charges		- de ser se	ļ
1307. Express MaWCourler Fee to: 1309. Quyent Taxes Due to: OHIO COUNTY	\$45.00		
1400, Total Sottlement Charges	1337.00		
(unler on line 1602)	\$6,817.36		
والمناوة وال			
والمراجعة والمرا	}		
a, non-many manganang pin helika sa pada damang punda kanang punda pangang punda pangang punda pangang pangang T	ļ		
معهد المعلق عمد المهار مستون مستون المستون المواحة فيواجه والمستون المستون المستون المستون والمستون والمستون المستون المستون والمستون المستون	·	1620. TOTAL DISBURSED (onter on line 1603)	150,019.08
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Marie Carlot and the		807, 1116, 1307. 888, and \$261.53 of 1101	
			-
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والمستونية والمنافر والمناف والمناف والمنافر والمنافر والمناف والمنافر والم		N. NET SETTLEMENT 1600. Loan Amount	\$155,640.00
The state of the s		1000, 1000, 21100, 1	0.00,0.00
		1601. Plus Deposit Previously Received	\$300.00
and the second s			
and the state of t		Londer Crudit 'see above	\$1,200.00
		1602. Minus Total Sollement Charges (line 1400) POC - Not in Total	\$0.00
		1603: Minus Total Disburgements to Others (line 1520)	\$150,010.98
		1604 Equals Cash to Borrover (éfter expiration of any applicable	\$210.00
Borrower(s) Signatures:		resolasion pollod required by law)	
07/31/2008			07/31/2008
Roxanne Shea	Daniel \	/, Shea	Dete

2029780399 07/29-18:32:47

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ref. RESPA

Exhibit D

Case 5:12-cv-00114-JPB-JPM Do**CERTFIED** MAII 23/12 Page 32 of 63 PageID #: 44

6.00





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Service of Process Transmittal

06/25/2012

CT Log Number 520745120

TO: George Popofski

Quicken Loans Inc. 1050 Woodward Ave. Detroit, MI 48226

Process Served in West Virginia RE:

Quicken Loans Inc. (Domestic State: MI) FOR:

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Phillip Alig, et al., Pltfs. vs. Quicken Loans, Inc., et al., Dfts.

DOCUMENT(S) SERVED: Letter, Summons, First Amended Complaint, Exhibit(s)

COURT/AGENCY: Ohio County Circuit Court, WV

Case # 11C430

NATURE OF ACTION: Plaintiff's received damages and seeks compensatory and punitive damages due to

defendants wrongful conduct

ON WHOM PROCESS WAS SERVED: C T Corporation System, Charleston, WV

DATE AND HOUR OF SERVICE: By Certified Mail on 06/25/2012 postmarked on 06/22/2012

JURISDICTION SERVED: West Virginia

APPEARANCE OR ANSWER DUE: Within 30 days after service of this summons, exclusive of the day of service

ATTORNEY(S) / SENDER(S): James G. Bordas Jr.

Bordas & Bordas, PLLC 1358 National Road Wheeling, WV 26003 304-242-8410

REMARKS: Process served/received by Secretary of State of West Virginia on June 21, 2012 and

mailed to C T Corporation System on June 22, 2012

ACTION ITEMS: CT has retained the current log, Retain Date: 06/25/2012, Expected Purge Date:

06/30/2012

Image SOP

Email Notification, George Popofski georgepopofski@quickenloans.com

Email Notification, Andy Lusk andrewlusk@quickenloans.com

Email Notification, Amika Thornton amikathornton@quickenloans.com

SIGNED: C T Corporation System

Amv McLaren PER: ADDRESS:

5400 D Big Tyler Road Charleston, WV 25313

TELEPHONE: 800-592-9023

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Office of the Secretary of State Building 1 Suite 157-K 1900 Kanawha Blvd E Charleston, WV 25305



9171 9237 9000 1000 6921 32



Natalie E. Tennant

Secretary of State
Telephone: 304-558-6000
Toll Free: 866-SOS-VOTE
www.wvsos.com

ControlNumber:

338589

Defendant:

Quicken Loans, Inc.

County:

35 6/21/2012

Civil Action:

11-C-430

Quicken Loans, Inc. C. T. Corporation System 5400 D Big Tyler Road Charleston WV 25313

I am enclosing:

_ stipulation

 summons	 affidavit		summons and complaint
 notice	 answer		summons and verified complaint
 order	 cross-claim		summons and amended complaint
 petition	 counterclaim		3rd party summons and complaint
 motion	 request		notice of materialmans lien
 suggestions	 notice to redeem		notice of mechanic's lien
 interrogatories	 request for production		re-issue summons and complaint
 discovery	 request for admissions		subpoena duces tecum
 suggestee execution	 notice of uim claim	_1_	Summons and 1st Amended Complaint
 subpoena	 writ		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

writ of mandamus

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.**

Sincerely,

Natalie E. Tennant Secretary of State

tell Egennant

SUMMONS

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO. 11-C-430

PHILLP ALIG AND SARA ALIG AND ROXANNE SHEA AND DAN SHEA, HUSBAND AND WIFE

VS.

QUICKEN LOANS INC

APPRAISALS UNLIMITED, INCORPORATED

DEWEY V. GUIDA

TITLE SOURCE, INC.

RICHARD W. HYETT

PLEASE SERVE:

QUICKEN LOANS INC. C/O CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLES, WV 25313

APPRAISALS UNLIMITED INCORPORATED C/O DEWEY V. GUIDA, PRESIDENT 3376 MAIN STREET WEIRTON, WV 26062

DEWEY V. GUIDA 1012 BARONE DRIVE WEIRTON, WV 26062

TITLE SOURCE, INC. D/B/A/ TITLE SOURCE, INC. OF WEST VIRGINIA C/O CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLES, WV 25313

RICHARD W. HYETT RD 1 BOX 406 MOUNDSVILLE, WV 26041

TO THE ABOVE NAMED DEFENDANT(S):
IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON JASON E. CAUSEY, ESQUIRE WHOSE ADDRESS IS 1358 NATIONALA ROAD, WHEELING, WV 26003 AN ANSWER, INCLUDING ANY RELATED COUNTERCLAIM YOU MAY HAVE TO THE COMPLAINT FILED AGAINST YOU IN THE ABOVE STYLED CIVIL ACTION, A TRUE COPY OF WHICH IS HEREWITH DELIVERED TO YOU. YOU ARE REQUIRED TO SERVE YOUR ANSWER WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT AND YOU WILL THEREAFTER BE BARRED FROM ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MAY HAVE WHICH MUST BE ASSERTED BY

ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MA COUNTERCLAIM IN THE ABOVE STYLED CIVIL ACTION.

June 15,2017

BY: FA COLON OF OHIO COLON OF OHIO

BRENDA L. MILLER CLERK OF COURT

BY:

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

PHILLIP ALIG, SARA J. ALIG, ROXANNE SHEA and DANIEL V. SHEA, Individually and on behalf of a class of persons,

Plaintiffs,

1 Iaiiii

v.

Civil Action Nos. 428 & 430 Judge Gaughan

QUICKEN LOANS, INC., and TITLE SOURCE, INC. d/b/a TITLE SOURCE INC. OF WEST VIRGINIA, INCORPORATED, DEWEY V. GUIDA, APPRAISALS UNLIMITED, INC., and RICHARD HYETT,

Defendants.

FIRST AMENDED COMPLAINT

Through their undersigned counsel, Plaintiffs bring this action on their own behalves and on behalf of a proposed class of West Virginians. Plaintiffs allege the following based on personal knowledge as to allegations regarding the Plaintiffs, and on information and belief as to other allegations.

I. INTRODUCTION

- 1. This action arises out of the conduct of the network of persons and entities involved in facilitating unlawful Quicken mortgage loans in West Virginia. Each Defendant's participation in the origination of Quicken mortgage loans is essential to the enterprise.
- 2. Defendants, and the claims alleged, include: (a) Quicken Loans, Inc., who originates the unlawful loans to West Virginia borrowers, charges borrowers a host of unlawful fees, and fails to provide borrowers with signed copies of loan documents at closing as West Virginia law requires; (b) Quicken's affiliate, Title Source, Inc., who purportedly performs loan-related services for borrowers and extracts unlawful fees from them, and whose



1358 National Road Wheeling, WV 26003 t 304-242-8410 f 304-242-3936

246 West Main Street St. Clairsville, OH 43950 t 740-695-8141 f 740-695-6999

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participation in the transaction as an undisclosed affiliate violates state consumer-finance laws; and (c) a class of real estate appraisers—represented by Appraisals Unlimited, Inc., Dewey V. Guida, and Richard Hyett (collectively, "Defendant Appraiser Class")—who receive appraisal assignments from Quicken that improperly include the targeted appraisal figure Quicken needs to issue the loans.

II. IDENTIFICATION OF THE PARTIES

- 3. Plaintiffs Phillip Alig, Sara J. Alig, Roxanne Shea, and Daniel V. Shea are now, and have been, residents of Ohio County, West Virginia at all times material and relevant herein.
- 4. Defendant Quicken Loans, Inc. ("Quicken Loans" or "Quicken") is a corporation organized under the laws of the State of Michigan with its principal place of business located in Livonia, Michigan. Its agent for service of process is CT Corporation System, 707 Virginia Street E, Charleston, West Virginia 25301. Quicken Loans is part of a financial network and wholly owned by Rock Holdings, which is the same parent company that wholly owns Defendant Title Source, Inc. At all relevant times, Quicken Loans was actively engaged in the business of soliciting, writing and administering prime and sub-prime loans to West Virginia residents.
- 5. Defendant Title Source, Inc., d/b/a Title Source Inc. of West Virginia ("TSI"), is a corporation organized under the laws of the State of Michigan with its principal place of business located in Troy, Michigan. Its agent for service of process is Jeffrey Eisenshtadt, 1450 West Long Lake Road, Suite 400, Troy, Michigan 48098. TSI is a sister corporation of Quicken Loans, has a close relationship with Quicken Loans, shares office space with Quicken Loans, and acts as its appraisal management company.



- Defendant Appraisals Unlimited, Incorporated is a corporation organized under 6. the laws of the State of West Virginia with its principal place of business located in Weirton, West Virginia. Process is to be served on its president, Dewey V. Guida at 3376 Main Street, Weirton, West Virginia 26062. At all relevant times, it was actively engaged in the business of appraising real property in the State of West Virginia.
- Defendant Dewey V. Guida ("Guida") is an individual residing at 1012 Barone 7. Drive, Weirton, West Virginia. At all relevant times, Guida was engaged in the business of appraising real property in the State of West Virginia.
- 8. Guida is a long term appraiser for Quicken and TSI performing more than one hundred appraisals of West Virginia properties for them and receiving their highest ranking for appraisers. Appraisals Unlimited and Guida have repeatedly provided Quicken with inflated appraisals and were primary defendants in the predatory lending matters styled, Brown v. Quicken Loans Inc., et al., Ohio County Civil Action No. 08-C-36; O'Brien v. Quicken Loans Inc., et al., Ohio County Civil Action No. 09-C-376; Blankenship v. Quicken Loans Inc., et al., Ohio County Civil Action No. 10-C-80; and Duncan v. Quicken Loans Inc., et al., Ohio County Civil Action No. 10-C-70.1, from whom significant relief was sought and obtained by way of settlements found to be in good faith by the respective trial courts.
- Defendant Richard W. Hyett ("Hyett") is an individual residing at RD 1 Box 9. 406, Moundsville, West Virginia. At all relevant times, Hyett was engaged in the business of appraising real property in the State of West Virginia.
- Each of the above-named Defendants is liable for the unlawful acts of the others 10. under the doctrines of agency, joint venture, and/or civil conspiracy.

1358 National Road Wheeling, WV 26003 t 304-242-8410 f 304-242-3936

246 West Main Street St. Clairsville, OH 43950 740-695-8141 f 740-695-6999

bordaslaw.com

Loans Inc., et al., Marshall County Civil Action No. 11-C-38, from whom significant relief is sought.

¹ Appraisals Unlimited and Guida are also primary defendants in the pending action styled, Cline v. Quicken

³

III. FACTUAL ALLEGATIONS

A. Quicken's Standard Practices

Quicken's Standard Practice Was To Communicate Target Appraisal Values To Its Appraisers In Order To Originate Loans

- 11. The U.S. Department of the Treasury has defined predatory lending as "engaging in deception or fraud, manipulating the borrower through aggressive sales tactics, or taking unfair advantage of a borrower's lack of understanding about loan terms...that, alone or in combination, are abusive or make the borrower more vulnerable to abusive practice."
- 12. As part of its predatory lending practices, Quicken has systematically sought to influence appraisers to provide appraisal values high enough to support issuance of loans.
- 13. One of the ways Quicken Loans has sought to influence appraisers is to provide the appraisers with suggested or estimated values on appraisal request forms before the appraisers provide their appraisal reports.
- 14. The practice of influencing appraisers has long been condemned by regulators, government agencies, the Appraisal Foundation, and others.
- 15. In *Brown v. Quicken Loans, Inc., et al.*, Civil Action No. 08-C-36 (Cir. Ct. of Ohio County) (Recht, J.), the Court determined that such a practice is contrary to the common law and consumer protection statutes of West Virginia, and concluded that "[n]o legitimate purpose is served by providing an appraiser with an estimated value of a property. The only purpose could be to inflate the true value of the property."
- 16. To obtain a Quicken mortgage loan, a borrower is required to pay the cost of the appraisal. Quicken charged borrowers, including the Plaintiffs, for the appraisal cost, but did not inform them of its efforts to influence the appraisal by passing on target appraisal values to purportedly independent appraisers.



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17. Quicken Loan's actions in compromising the integrity of the appraisal process rendered its appraisals unreliable and worthless.

Quicken's Standard Practice Was To Assess Unlawful And Excessive Fees

- 18. After Quicken Loans obtained an appraisal value sufficient to sustain the loan, Quicken employed standard practices to charge borrowers, including the Plaintiffs, excessive and unlawful fees.
- 19. For instance, Quicken would charge borrowers false, excessive, and unlawful fees for, *inter alia*, notarial services, document preparation, courier services, and bogus "loan discount" charges.
- 20. These fees violate applicable law, and have enriched Quicken at the expense of its borrowers.

Quicken's Standard Practice Was To Provide Borrowers With Unsigned Copies Of Loan Documents

- 21. The loans at issue in this case are primary mortgage loans, see W. Va. Code § 31-17-1(m), and therefore are subject to the requirements of the Residential Mortgage Lending Act.
- 22. At closing, Quicken provided West Virginia borrowers with a thick packet of unsigned loan documents. The packet included documents such as an amortization schedule, appraisal, payoff statement, invoices for closing-related services, insurance information, escrow disclosures, loan disbursement statement, note, deed of trust, and other critical loan documents.
- 23. The Residential Mortgage Lending Act provides that "[a] borrower must be given a copy of every signed document executed by the borrower at the time of closing." W. Va. Code § 31-17-8(j)(6).



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24. Despite this requirement, West Virginia borrowers, including the Plaintiffs, did not receive a copy of every signed document they executed at the time of closing.

Quicken's Standard Practice Was To Charge Fees Prohibited By The Residential Mortgage Lending Act

- 25. The Residential Mortgage Lending Act provides that "[e]xcept for fees for services provided by unrelated third parties for appraisals, inspections, title searches and credit reports, no application fee may be allowed" except in certain limited circumstances inapplicable in mortgage refinancing cases. *See* W. Va. Code § 31-17-8(g).
- 26. Notwithstanding this limitation, Defendant Quicken charged West Virginia borrowers, including the Plaintiffs, a fee payable to Title Source, Inc.
- 27. At the time each loan was closed, Title Source, Inc. was not an unrelated third party, but instead was an affiliate of Defendant Quicken.
- 28. The fees designated for Title Source, Inc. cannot be charged under the Residential Mortgage Lender Act.

B. The Named Plaintiffs' Allegations

The Alig 2007 loan

- 29. In late 2007, Quicken Loans solicited the Aligs to refinance their existing mortgage loan.
- 30. Quicken Loans arranged for Defendants Guida and Appraisals Unlimited to appraise the Aligs' home.
- 31. Upon information and belief, Quicken followed its standard unlawful practice of sending Defendants Guida and Appraisals Unlimited an appraisal request form that included a target appraisal value in the form of an "estimated value."



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- 32. Defendants Guida and Appraisals Unlimited issued an appraisal report stating that, as of December 17, 2007, the market value of the Aligs' home was \$125,500.
- 33. In fact, the market value of the home as of that date was \$99,500, a fact the Aligs did not discover until 2011.
- 34. Through its appraisal, Quicken Loans materially misrepresented the market value of the Aligs' property.
 - 35. The Aligs justifiably relied on this misrepresentation, to their detriment.
- 36. In reliance on the appraisal, on or about December 27, 2007, the Aligs executed a promissory note in the principal sum of \$112,500.00; the note was secured by a deed of trust on the Aligs' property in favor of Quicken Loans (the "Alig 2007 loan").
- 37. Quicken charged the Aligs \$7,043.00 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by contract, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit A**.
 - 38. The unlawful fees include:
 - a. Excessive fees for notary services;
 - b. \$260.00 for the bogus Guida/Appraisals Unlimited appraisal;
 - c. \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the Alig 2007 loan; and
 - d. A "loan discount fee" of 3.5% of the loan amount, or \$3,953.25.
- 39. The loan discount fee purportedly was a charge for the Aligs to "buy down" their interest rate.
 - 40. In fact, the loan discount fee did not reduce the Aligs' interest rate at all.



- 41. Instead, the loan discount fee was simply part of a compensation package Quicken provided to its agents or "mortgage bankers." The package gave Quicken's mortgage bankers the discretion to charge a rate/point/fee structure that exceeds the structure for which its customers qualified. Quicken refers to the revenue generated by the loan discount fee as a "premium," and splits the proceeds between itself and its loan agents.
- 42. Quicken Loans' misrepresentation of the loan discount fee is materially false, deceptive, and unfair.
 - 43. The Aligs did not discover the true nature of these excessive charges until 2011.
- 44. The Aligs did not receive signed copies of all loan documents from Quicken at the closing of the 2007 loan.

The Alig 2011 loan

- 45. In late 2010, Quicken Loans solicited the Aligs to refinance their mortgage loan a second time.
- 46. Appraiser Lucas R. Johnson issued an appraisal report stating that as of November 22, 2010, the market value of the Aligs' property was \$115,000.
- 47. That value was false. At the time, the market value of the Aligs' property was approximately \$99,500.00.
- 48. Through its appraisal, Quicken Loans materially misrepresented the market value of the Aligs' property.
 - 49. The Aligs justifiably relied on this misrepresentation, to their detriment.
- 50. In reliance on the appraisal, on or about January 18, 2011 the Aligs executed a promissory note in the principal sum of \$113,524.00; the note was secured by a deed of trust on the Aligs' property in favor of Quicken (the "Alig 2011 Loan").



- 51. Quicken charged the Aligs \$5,054 for origination and closing costs. These charges were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Aligs, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit B**.
- 52. The Aligs were charged a standard fee of \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the Alig 2011 Loan.
 - 53. The Aligs were not provided with signed loan documents.

The Shea 2006 loans

- 54. In early 2006, Quicken Loans solicited the Sheas for a pre-approved home purchase loan.
- 55. Quicken Loans arranged for Defendants Guida and Appraisals Unlimited to perform an appraisal report. The report stated the market value of the home the Sheas intended to purchase was \$151,000 as of April 27, 2006.
- 56. This appraisal was false. In fact, the market value of the home was \$115,500, a fact the Sheas did not discover until 2011.
- 57. Through the appraisal, Quicken Loans materially misrepresented the market value of the home.
 - 58. The Sheas justifiably relied on this misrepresentation, to their detriment.
- 59. In reliance on the appraisal, on or about May 10, 2006 the Sheas executed two promissory notes in the principal sums of \$119,475.00 and \$29,875.00. The notes were secured by deeds of trust on the Sheas' property in favor of Quicken (the "Shea 2006 Loans").



- 60. Quicken charged the Sheas \$5,854 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Aligs, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit C**.
- 61. The excessive and unlawful fees include \$260 for the bogus appraisal, and a "loan discount fee" of \$2,986.88, or 2.5% of the loan amount.
- 62. The loan discount fee, and all loan discount fees referenced in this complaint, was deceptive, unlawful, unfair and improper for the same reasons stated above with respect to the Alig loans.
- 63. The Sheas did not discover the true nature of the excessive charges, or of the bogus Guida/Appraisals Unlimited appraisal, until 2011.
 - 64. Quicken did not provide the Sheas with copies of signed loan documents.

The Shea 2008 loan

- 65. In mid-2008, Quicken Loans solicited the Sheas to refinance their 2006 mortgage loans.
- 66. Quicken Loans arranged for Defendant Hyett to appraise the Shea home. Upon information and belief, Quicken followed its standard practice of sending Defendant Hyett an appraisal request form that included a target appraisal value in the form of an "estimated value."
- 67. Defendant Hyett issued an appraisal report stating that, as of July 2, 2008, the market value of the Sheas' home was \$158,000.
- 68. In fact, the market value of the home as of that date was \$135,000, a fact the Sheas did not discover until 2011.



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- 69. Through the appraisal, Quicken Loans materially misrepresented the market value of the home.
 - 70. The Sheas justifiably relied on this misrepresentation, to their detriment.
- 71. In reliance on the appraisal, the Sheas executed a promissory note in the principal sum of \$155,548. The note was secured by a deed of trust on the Sheas' property in favor of Quicken (the "Shea 2008 Loan").
- 72. Quicken charged the Sheas \$6,817 in origination and closing costs. These charges were excessive, at least in part, because they were not *bona fide*, actually incurred by Quicken, reasonable, authorized by its contracts with the Sheas, or authorized by West Virginia law. The Settlement Statement for this loan is attached as **Exhibit D**.
- 73. The unlawful fees include excessive fees for notary services; \$430.00 for the bogus appraisal; and \$45.00 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the loan.
 - 74. The Sheas did not discover the true nature of these excessive charges until 2011.
 - 75. The Sheas were not provided with signed loan documents.

C. Class Allegations

- 76. Plaintiffs bring this action on their own behalf, and on behalf of all other similarly situated individuals, under Rule 23(b)(3) of the West Virginia Rules of Civil Procedure.
 - 77. The proposed Plaintiff class is tentatively defined as:

All West Virginia citizens at the time of the filing of this action who, within the applicable statute of limitations preceding the filing of this action through the date of class certification, obtained mortgage loans from Defendant Quicken, and (a) were provided unsigned loan documents at closing, (b) were assessed loan discount, courier, or notary



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fees, or (d) for whom Quicken obtained appraisals through an appraisal request form that included an estimate of value of the subject property.

- 78. Rule 23(a) provides that "[o]ne or more members of a class may sue *or be sued* as representative parties" if the requirements of the Rule are met. W. Va. R. Civ. P. 23(a) (emphasis added).
- 79. Under this Rule, Plaintiffs bring this action against a class of Defendant Appraisers. The named representative appraisers are Defendants Guida and Hyett.
 - 80. The proposed class of Defendant Appraisers consists of:

All real estate appraisers who are citizens of the State of West Virginia at the time of the filing of this action and who performed appraisals in connection with home-secured loans on West Virginia on behalf of Quicken after receiving an appraisal request form with an estimate of value on it.

- 81. The requirements of Rule 23 are satisfied.
- 82. The classes are so numerous that joinder of all members is impracticable.
- 83. There are questions of law and fact common to all members of the class.
- 84. The named Plaintiffs' claims are typical of those of the class as a whole.
- 85. The Plaintiffs have displayed an interest in vindicating the rights of the class members, will fairly and adequately protect and represent the interest of the class, and are represented by skillful and knowledgeable counsel. The relief sought by the named Plaintiffs will inure to the benefit of the class generally.
- 86. The common questions of law and fact predominate over individual questions, and the class action device is superior to other available methods for the fair and efficient adjudication of the controversy.



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IV. LEGAL CLAIMS

A. Claims on Behalf of Plaintiffs and the Proposed Class

Count One—Civil Conspiracy (Against all Defendants)

- 87. Plaintiffs incorporate the preceding paragraphs by reference.
- 88. By their conduct alleged above, all Defendants and the Defendant Appraiser Class engaged in concerted action to accomplish an unlawful purpose or to accomplish some purpose, not in itself unlawful, by unlawful means.
 - 89. As alleged above, this conduct caused injury to the Plaintiffs.
- 90. By their conduct alleged above, these Defendants have engaged in an unlawful civil conspiracy.
- 91. These Defendants combined their money, time, and experience to close the subject loans. Each act undertaken above was in furtherance of and within the scope of this joint effort. Each Defendant benefited from the joint acts.

Count Two—UDAP (Against all Defendants)

- 92. Plaintiffs incorporate herein each allegation in this Complaint.
- 93. By their conduct, each Defendant and the Defendant Appraiser Class engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104.
 - 94. This conduct includes, but is not limited to:
 - a. Depriving Plaintiffs of the benefit of their bargain—specifically, of a fair and unbiased appraisal—by providing value estimates to appraisers and the acceptance of appraisal orders which contained value estimates.
 - b. Omitting and concealing from Plaintiffs the material fact that value estimates were being provided to the appraisers.



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- c. Defendant Quicken Loans charged numerous unlawful fees as alleged herein. Each unlawful fee constitutes a violation of W. Va. Code § 46A-6-104.
- d. Defendant Quicken Loans misrepresented the nature of the "loan discount fee." This fee provides no discount to borrowers, but is in fact a duplicative broker/lender fee, and is not authorized under West Virginia law.

Count Three—Residential Mortgage Lending Act (Against Quicken)

- 95. Plaintiffs incorporate herein each allegation in this Complaint.
- 96. The "Express Mail/Courier Fees," "Loan Discount Fees," and notary fees are not authorized by W. Va. Code § 31-17-8 (c), (g), and (m)(1).
- 97. The "Loan Discount Fee" is in fact a duplicative broker and lender fee, and is misleadingly characterized as a loan discount fee.
- 98. The "Express Mail/Courier Fees" are excessive, and exceed or misrepresent the fees actually charged by third-party courier services.
- 99. The notary fees are excessive, and exceed or misrepresent the fees actually charged by the third-party notaries performing notary services.

Count Four—Unconscionable Contract (Against Quicken)

- 100. Plaintiffs incorporate herein each allegation in this Complaint.
- 101. Plaintiffs incorporate the preceding paragraphs by reference.
- 102. As a result of Defendant Quicken's conduct as alleged above—including, but not limited to, its passing on target appraisal values to appraisers, charging of illegal fees, and providing unsigned loan documents to borrowers—all or part of the subject loans were unconscionable at the time they were made, or were induced by unconscionable conduct. *See* W. Va. Code § 46A-2-121(1).



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Count Five—Real Estate Appraiser Licensing & Certification Act (Against Defendant Appraiser Class)

- 103. Plaintiffs incorporate herein each allegation in this Complaint.
- 104. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against the Defendant Appraisers and the proposed Defendant-Appraiser Class.
- 105. The Defendant Appraisers and the Defendant-Appraiser Class accepted assignments listing target value numbers on appraisal request forms, and accepted fees contingent upon the reporting of a predetermined value, all in violation of W. Va. Code §§ 30-38-12(3) and 30-38-17.
- 106. As a result of these violations, Plaintiffs suffered damages, including the costs of their appraisals.

Count Six—Unauthorized Charges (Against Quicken)

- 107. Plaintiffs incorporate herein each allegation in this Complaint.
- 108. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against Defendant Quicken Loans.
- 109. Defendant Quicken Loans charged Plaintiffs and Plaintiff Class members numerous unlawful fees.
- 110. Defendant Quicken Loans charged "Express Mail/Courier Fees" in the amount of \$45, and "Loan Discount Fees" in the amount of a percentage of the loan amount, and often amounted to several thousand dollars. Such fees are not authorized charges under W. Va. Code \$ 46A-3-109(a) because they are not authorized closing costs or official fees as defined in W. Va. Code § \$ 46A-1-102(7) and (28).



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- 111. The "Loan Discount Fee," contrary to its name, provides no "discount" to the borrower. To the contrary, it is in fact a second (and impermissible) broker/origination fee.
- 112. Defendant also charged Plaintiffs and Plaintiff Class members unlawful notary fees. Notary fees, such as those charged by Defendants, are not allowable closing costs under W. Va. Code § 46A-1-102(7)(d) because under W. Va. Code § 29C-4-301, the maximum notary fee that may be charged is \$2.00.
- 113. These illegal fees violate W. Va. Code § 46A-2-128(d), which prohibits the collection of fees or charges incidental to the principal obligation if not allowable by law.

Count Seven—Breach of Contract (Against Quicken)

- 114. Plaintiffs incorporate herein each allegation in this Complaint.
- 115. Plaintiffs bring this Count on their own behalf, and on behalf of the proposed Plaintiff Class, against Defendant Quicken Loans.
- 116. Quicken Loans has a duty of good faith and fair dealing implied in every contract that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the benefit of their contract.
- 117. Prior to the consummation of loans, including the above describe loans, Quicken Loans requires potential borrowers, including the Plaintiffs and Plaintiff Class members, to submit a deposit to be used to pay for appraisals and borrowers, including the Plaintiffs, are required to sign a contract typically titled Interest Rate Disclosure and Deposit Agreement pertaining to each party's rights and responsibilities with respect to payment for appraisals. Plaintiffs along with Quicken Loans executed such a contract.
 - 118. Quicken breached its contracts by:



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- a. Depriving Plaintiffs of the benefit of their bargain specifically, of a fair and unbiased appraisal by providing value estimates to appraisers; and
- b. Omitted or concealing from Plaintiffs the material fact that value estimates were being provided to the appraisers.
- 119. Quicken's conduct constitutes a breach of the duty of good faith and fair dealing.
- 120. As a direct and proximate result of these breaches, Plaintiffs suffered damages, including the cost of the compromised, false and unreliable appraisals.

Count Eight—Negligence and Negligence Per Se (Against all Defendants)

- 121. Plaintiffs incorporate herein each allegation in this Complaint.
- 122. The Defendants, Appraisals Unlimited, Guida, and Hyett in making the false appraisals as hereinabove alleged, breached the standards for professional practice in violation of W. Va. Code § 30-38-17.
- 123. In addition, Defendants, Appraisals Unlimited, Guida, and Hyett breached the duty of care that is required in the appraisal industry, by negligently issuing erroneous appraisal reports upon which the parties relied.
- 124. As a direct and proximate result of the above-described conduct, the Plaintiffs are entitled to actual damages, as hereinabove described, and a civil penalty pursuant to W. Va. Code § 30-38-15(c).

B. Claims by the Named Plaintiffs Only

Count Nine—Fraud/Intentional Misrepresentation (Against all Defendants)

125. Plaintiffs incorporate herein each allegation in this Complaint.



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- 126. Quicken Loans by way of its acts, omissions and concealments, intentionally made representations to the Plaintiffs that were false and/or made representations with a reckless disregard as to their veracity.
- 127. Quicken Loans intended to induce the Plaintiffs to act based on its misrepresentations.
- 128. Quicken Loans misrepresentations as to the value of Plaintiffs' properties played a substantial part in inducing the Plaintiffs to enter into the above described loan agreements.
- 129. Such reliance on Quicken Loans misrepresentations by the Plaintiffs was justified.
- 130. The Plaintiffs further reasonably relied upon the procedures of origination being proper and consistent with prudent industry practices when entering into this loan agreement.
- 131. As a direct and proximate result of Quicken Loans misrepresentations, as hereinabove alleged, the Plaintiffs suffered actual damages as hereinabove described.
- 132. The conduct of Quicken Loans and TSI, as hereinabove alleged, was done willfully, wantonly, recklessly and/or with complete indifference to their obligations under West Virginia law. Furthermore, the Defendants Quicken Loans and TSI regularly engage in this type of conduct.
- 133. The Plaintiffs, in addition to compensatory damages, should be awarded punitive damages in an amount that will punish Quicken Loans and its agent and joint venture partner TSI for their wrongful conduct and will deter them and other similarly situated institutions from engaging in similar conduct in the future.
- 134. Plaintiffs are further entitled to appropriate equitable relief and the reasonable attorney fees and costs incurred in this action.



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Count Ten—Illegal Loans in Excess of Fair Market Value (Against all Defendants)

- 135. Plaintiffs incorporate herein each allegation in this Complaint.
- 136. Defendants Quicken Loans and TSI induced the Plaintiffs into loan transactions that exceeded the fair market value of the Plaintiffs' property in violation of W. Va. Code § 31-17-8(m)(8).
- 137. Defendants cannot meet their burden of establishing the elements of the affirmative defense set forth in W. Va. Code § 31-17-8(m)(8), as the appraisals at issue do not reflect independent valuations, were not bona fide and do not conform to the Uniform Standards of Professional Appraisal Practice ("USPAP").
- 138. As a direct and proximate result of these willful violations, the Plaintiffs are entitled to the following statutory relief: actual damages, to have the loan declared void and to attorneys' fees and costs under W. Va. Code § 31-17-17.
- 139. The conduct of the Defendants Quicken Loans and TSI, as hereinabove alleged, was done willfully, wantonly, recklessly and/or with complete indifference to their obligations under West Virginia law. Furthermore, the Defendants Quicken Loans, and TSI regularly engage in this type of conduct.
- 140. The Plaintiffs, in addition to compensatory damages, should be awarded punitive damages in an amount that will punish these Defendants for their wrongful conduct and will deter them and other similarly situated institutions from engaging in similar conduct in the future.

V. RELIEF SOUGHT

On their own behalves, and on behalf of the proposed Plaintiff Class, Plaintiffs seek the following relief:



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- a. Certification of the proposed classes;
- b. Judgment on all counts, together with an award of all available relief;
- c. A declaration that Defendants' acts were unlawful;
- d. Injunctive relief ordering the Defendants to cease engaging in the conduct described herein;
- e. For each act or practice found to constitute an unfair or deceptive act or practice, a penalty of the greater of \$200 or actual damages under W. Va. Code § 46A-6-106;
- f. For each violation of Chapter 46A, including but not limited to each assessment of an illegal fee, a civil penalty up to the maximum as provided for under W. Va. Code § 46A-5-101 & 106;
- g. The voiding or modification of the mortgage loans, or a declaration to this effect, for all class members under W. Va. Code §§ 31-17-17 & 46A-2-121;
- h Disgorgement and restitution of all illegal loan fees,
- i. Actual, compensatory, and punitive damages;
- j. Attorneys' fees and costs;
- k. Pre- and post-judgment interest; and
- l. All other appropriate relief.

JURY TRIAL DEMANDED

Plaintiffs, By Counsel

JAMES G. BORDAS JR. #409

JASON E. CAUSEY #9482 BORDAS & BORDAS, PLLC

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and



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و من ووروستان دو باید و بسور در بروی و برای و باید و در و		ر معلوم اور در محمود او دعم و باست درین به مسال میزا است در شده میداد میزا است. - از معاون اور در محمود میداد داده و باست درین به مسال میزا است در است میداد بیشان شیخه است.			
A THE STATE OF THE PARTY OF THE					
يره ده با چوه پالاستېنېدودون لوغتېد دېږې دليان لوغ د دې و د د و د د د و د د د د د د د د د		1520. TOTAL DISBURSED (anter on line 10	108,442.05		
and the second s		*Credit 808; 604, and \$7.32 of 1118	100,111,00		
موسور و المراح المراج المراج المراج المراج المراج المراجع و الم		Contract designation of the			
بوين بينوان ورايا ويراه ويدون في المنظم والمنظم في ويوني ويناس وين					
جوره سيها والمقدر كالمقدية عد أستان بالمستقدية والمؤملتان فيل فلنقوا من متاليا والمؤملة والمؤ		the state of the second			
ن پر پېښې پېړې يو پېښې د د د د د د پېښې پېښې پېښې پېښې پې					
and the first of the same and t					
The second secon	~~	المريدة والمراجعة المراجعة والمراجعة			
The second secon		nn a stad an ann an			
The second secon		N. NET SETTLEMENT			
THE REPORT OF THE PARTY OF THE		1600. Loan Amount	\$112,950.00		
The state of the s	7				
		1601. Plus Daposit Previously Received	\$500,00		
The state of the s					
		Londer Cradit 'see above	\$35.21		
		1002: Minus Total Saillement Charges	\$7,043.10		
The second secon		(line 1400) POC - Not in Total	\$0.00		
		1603. Minus Total Disbursements to Others	\$108,142,05		
		(line 1620)			
A TO THE PROPERTY OF THE PROPE		1604, Equals Cash to Rorrower	\$0.00		
ر ها این می مصرف می می است می است و است در این		(after explinition of any applicable			
A Secretary of the secr		rescission period required by law)			
Bouowai(s) Signatures:					
40/07/005	ייי		4		
Phillip Alip De	ala	Atta	12/21/2007 Date		
	Sara J.	/vig	. 500		
n de la come de production de la constitución de la	กโย	and the state of t	Date		





A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

CASCAL DEALTH			
Hittynn of toon			
	6. File Number:	7. Loan Number:	8. Mo:tgago Insurance Case Number:
1. XX FHA 2. RHS 3. Conv. Unins.	C. Tilo Itamben		
4. NA 6. Conv. fns.			571-1067590
C. Note: This form is furnished to give you a statement them marked "tp.o.c.)" were paid outside the	nt of actual settlem	ent costs. Amounts paid to	and by the settlement agent are shown.
D. Nama & Address of Borrower:	E. Namo & Addres	والمرابعات على محمود والمرابع المرابعة المرابعة المرابعة المرابعة المرابعة المرابعة المرابعة	F. Name & Address of Lander:
Phillip A. Alig	2		Quicken toans Inc.
Saro J. Alig		•	
Anna Marka and Anna			1050 Hoodward Ave
1971 Highland tn Wheeling, NV 26003-5418			Detroit. MI 48226-1906
G. Property Location:	H. Settlement Age		I. Settlement Data:
1971 Highland Lo	Title Source, I		January 18, 2011
Wheeling, WV 26003-5418			
	(304)242-4263 Place of Sottleme		Disbursement Date: 01/24/11
	1	n. Wheeling, NV 26003-54	18
		K. Summiny of Solar S (to	
表 がないないがった アンフェンス・アンフェンス・アンフェンス・アンフェンス・アンフェンス・アンファンス		400. Gross Amount Due to	
100. Gross Amount Due from Berrower 101. Contract sales price		401. Contract sales price	7 301101
102. Personal property		402. Parsonal property	ه جود در است پردرانهای در بازد پردرانهای مصدرت محدد در مصدرت در محدد محدد از در از در از در در از در ا
103. Settlement charges to berrower (line 1400)	\$5,054.41	403.	والمعاملة فيدان المراجعة والمستدون والمستقدين والمستقدين والمستقدين والمراجعة والمستقدة المراجعة والمستوات
104.BAC HONE LOARS SERVICT	\$109,890.65	404.	
Adjustment for Items paid by soller in advance		Adjustments for Items paid	by solier in advance
108. City/town taxes to		400. City/town taxes	lo
107. County taxes to		407. County texes	10
109.		409.	
110.		410.	
111.		411.	
	4114 045 06		- Dallas
120. Gross Amount Due from Bonower 200. Amounte Pald by or in Bohnif of Borrower	\$114,945.06	420. Gross Amount Due to	
201. Deposit of carnest money		601. Excess deposit (see)	nstructions)
202. Principal amount of new touris)	\$113,524.00	602. Sattlement charges t	, ,
203. Existing loan(s) taken subject to 204.Good Faith Deposit to Quicken Leans Inc.	\$750.00	603. Existing loan(s) taker	
206.Lender Credit	\$709.50	505. Payoff of second me	
208.		606.	والمراجع
207.		607. 608.	استا متابعته فالوسيف وخامسوان والمدور والمدور والمالية والمالية والمالية والمالية والمالية والمرابعة والمسابق والمالية والمسابق
209.		509.	The state of the s
Adjustments for items unpaid by sollar		Adjustments for Items un	tollos-yd bla
210. City/town toxes to		610. City/lown faxes	
211. County taxes to		812. Assessments	to
213.		613.	gayaring dan pagabalar dan say dan say
214.		614.	
216. 216.		618. 516.	
217.		517.	
218.		618.	
219.		510.	and the same of th
220. Total Pold bylfor Borrower 300. Cash at Sottlement fromite Borrower	\$114.983.50	520. Yotel Reduction Ame	بها عبيده منامة مناسبة بأسب مستمر لأوراق وجارت في بالمناسب بالراسيسية عني وجالم لهوار وجول بدعوي إيسان يسيل
301. Grass amount due from borrower (line 120)	\$114,945.06	801. Gross smount due to	
302. Less amounts puid byffor bottower (line 220)(\$114.983.50	602. Lass raductions in an	
303. Cash From XX To Borrower	\$38.44	603. Cash 70	From Sellor
The Public Reporting Burden for this collection of in the date. This agency may not collect this informatic control number. No confidentiality is assured: this	formation is estimation, and you are no disclosure is mun	nted at 36 minutes per respi t required to complete this fo datory. This is designed to	onse for collecting, reviewing, and reportions, unless it displays a currently valid OM provide the purios to a RESPA covers

transaction with information during the

Settlement Statement Wotters Kluwer Fistancial Services

Previous editions are obsoleto

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(00. Total Roal Estato Broker Fons	رو در مواقعه در در ساور در معلود باید در	Paid From	Puld From
Division of commission (line 700) as follows:		Botrowar's Funds at	Seller's Funds at
01. § to		Satilament	Settlement
O2. 5 to O3. Commission paid at sottlement			
04.			
OO. Items Payable in Connection with Loun	الدينية والمرافق المرافق المرافق والمرافق والمرا		
O1, Our origination charge \$1,124.00	(from GFE #1)		
102. Your credit or charge (points) for the specific is	nterest rate chosen		
<u> </u>	(trom GFE #2)		
03. Your adjusted origination charges	(Irom GFE A)	\$1,124.00	<i>YUUUUUU</i>
004. Appreciael fee to TSI Appraisa) Services	(from GFE #3)	\$575,00 \$17.05	ļ
106. Tax service to Credco	(trom GFE #3)		
807. Flood conflication Corelogic Flood Services		\$5.00	
08. Flood Determination Fee Corelogic Flood	Services	\$10.50	
12. Tax Cortification Fee Title Source, Inc.		\$18.00	
والمتعارض والمتع	المراجعة الم		<u> </u>
			ļ
100. Homs Regulated by Lander to Be Paid in Advance		L	L.,
100. Rams reaggists by Landor to Be Paid in Advance 101. Delly interest charges from 01/24/11 to 02/0	11/11 @ \$ 14,00 /day from GFE //10)	\$112.00	T
902. Mortgage Insurance promium for 12 months	to Federal Housing Administram GFE #31 Financed	11,124.00	·
903. Homeowner's insurance for years to	(from GFE #11)		
004. Homeowners Insurance Premium Previously			
906.		L	
1000, Roservos Dopositod with Londor	grange of the state of the stat		ממונונונים
1001. Infilm doposit for your escrew account	(from GFE #9)	\$881.74	
1002. Homeowner's Insurance	11 months @ \$ 37,96 per month \$ 417.56 1 months @ \$ 83,68 per month \$ 83.68		
1003. Mortgaga Insuranca 1004. Proparty taxes CHTO COUNTY	1 months @ \$ 83.68 per month \$ 83.68 9 months @ \$ 72.26 per month \$ 650.34		
1008.	months @ ¢ por month \$		
1006.	months @ 0 per month \$		
1007.	menths @ 6 per month 6		
1008.	months @ \$ por month \$		
1009.	months @ \$ par month \$		
1010. Aggregate Adjustment	9 -269.84	<i>SULULULU</i>	
1100. Title Charges 1101. Title services and tander's title insurance	(from GFE #4)	\$1,165.12	7
1102. Southement or closing for Title Source, In			
1103. Owner's title insurance	(from GFE #6)	Y LLEVEL LAND CO.	1
1104. Landar's title insurance \$ 195.12			
1105. Lander's title policy limit \$ 113,524.00			
1108. Owner's title policy finit \$	والمراج المراج المراج المراجعة		
1107. Agent's portion of the total title insurance pr			
1108. Underwitter's portion of the total title insuran			MILLIUM (II)
1109. Abstract or Title Search TITLE SOURCE. 1130. ALTA 8.1 Environmental Protection Lien		}	·
1130. ALTA 9 Restrictions. Encroachments, Mir		ļ	·
1137. Express Hall/Courier Fee	\$45.00		·
Carry Labrass For From Tell Title	THE SECTION AND THE PROPERTY OF THE PROPERTY O	·····	1
1200, Government Recording and Transfer Charges	1		
1201. Government recording charges	(from GFE #7)	\$22.00	,,,,,,,,,,
1202, Doed \$ Mortgago \$ 22.0			XIIIIIIIII
1203. Trunsfer taxes	(from GFE #0)	מחונונונונו	מחומונונים
1204. City/County tus/stamps Dood \$	Mortgago &	<i>\\\\\\\</i>	
1206. State tex/stamps Deed \$	Mortgago \$		<i>Manana</i>
1300. Additional Settlement Charges	المناف المراجع والمنافض والمراجع والمراجع والمراجع والمراجع والمنافض والمنا	XIIIIIIIIIII	4
1301. Required services that you can shop for	(from GFE #6)	·	T
Todanaa Sarviosa Milit Yaa agii anay 101			
الوحل بالمحتمليينيين فالقالات والرحوال والمرافقة فالمخاط في المحتملين الداء فيرد فيد الوجاء وإنسان والمحتمل والمحتمل المحتمل ا	The same of the sa		
	\$		
والمرابعة المنافقة والمرابعة والمرابعة والمرابعة والمرابعة والمرابعة والمرابعة والمرابعة والمرابعة والمرابعة والمنابعة		ļ	
والمراه والمراجع والم	<u> </u>		
	ð	1	
والمساوية والمساوية والمساوية والمناور والمساورة والمساورة والمساورة والمساورة والماء والماء والماء والمساورة	شا الها مداد الدول والدول الدول المالات بالدول الماليات المالية المالية والمالية والمالية المالية والمالية الم المالية المالية	1	1

3. Type of Loan 1.[] FHA 2.[] FmHA 3.[X] Conv. Unins.	6. File	Number:	7. Loan Number:	8. Morlgage Insurance Case Nu	HUDOL:
4.[] VA 5.[] Conv. Ins.	<u> </u>	·			
C, NOTE: This form furnishes a statement o	settion	ient costs. Amour	its paid to and by the	sellement agent are shown. Items	marked
"(p.o.c.)" were paid outside the closing; they	are sho	ava for intormation	ial purposes and are	not included in the totals.	
D: Name & Address of Borrower:		me, Address & Ti	N of Sellet:	F. Name & Address of Lender:	
Roxanne Shea	,	Jane Pauley		Quicken Loans Inc.	
21 Ridgewood Avenue	1 .	dgewood Avenue	140 4-4-44	20555 Victor Parkway	
Wheeling , WV 26003	Whee		, WV 26003	Livonia , MI 48152	E
G. Property Location:		f Soller:	سيبية والمستعددة ومدودة والمستعددة والمستعددة والمراورة	H. Settlement Agent:	
21 Ridgewood Avenue		of Settlement		Intenfeld Law Office PLLC	
Wheeling, WV 26003	1	Fourteenth Stree			
	Ivvited	ing, WV 26003		I. Settlement Date: May 10.	2006
J. Summary of Borrower's Transaction			K. Summary of Self		-
100. Gross Amount Due from Borrower:			400. Gross Amount	The state of the s	
101. Contract sales price			401. Contract sales		149,350.00
102. Personal Properly			402. Personal Propo	irty	
103. Borrower's settlement charges (line 14	00)	5,854.00			
104.			404.		
105.			105.		-
Adjustments for Items paid by seller in a	dvance		manage the second second property for the second property of the sec	ins paid by sollor in advance	
106. City/lown taxes to			408. City/town laxes	to	0.00
107. County taxes to		0.00	407. County taxes	10	0.00
108. Assessments 5/10/08 to 6/3	0/06	10.68	408. Assessments	- 5/10/06 to 6/30/06	10.68
109. to		0.00	~~~~	to	0.00
110.	-		410.		
111.			411.		
112.			412.		
113.			413.		·
120. Gross Amount Due from Borrower	·	155,214.68	420. Gross Amoun	t Due to Seller	149,360.60
200. Amounts Paid by or in Bohalf of Bo	rower:		600, Reductions In	Amount Due to Seller:	
201. Deposits or earnest money			601. Excess deposi	l (eee instructions)	
202. Principal amount of new loan(s)		119,475.00	502. Settlement cha	arges to seller (line 1400)	663.80
203. Existing loan(s) taken subject to			503, Existing loan(s) taken subject to	
204.				nortgage to The Citizens Bank	34,235.55
205. Gredit for application deposit		350.00	505. Payoff of saco	nd mortgage	
208. Seller closing cost credit			508. Seller closing		4,350.00
207.			607.		
208. Proceeds from second loan		28,354.02	508.		
209.	****		609.		
Adjustments for Items unpaid by seller			Adjustments for it	ems unpaid by seller	
210. City/town taxes to	I	0.00	510. Clly/lown taxo	s to	0.00
211. County taxes 1/1/06 to 5/	10/06	219.65	511. County texos	1/1/06 to 5/10/06	219,55
212. Assessments to			612. Assessments	lo	0.00
213. to		***************************************	513.	lo	0.00
214.	********	***************************************	514.		
216.			515.		
216.			516.		***************************************
217.			617.		
218.			518.	and the state of the second	
219.			519.		**************
220. Total Paid Bylfor Borrower	*******	152,749,37		ion Amount Due Seller	30,468.90
300. Cash at Settlement From/to Borroy	rer			ement Talfrom Seller	
301. Gross emount due from borrower (lin-		155 214 BS		due to seller (line 420)	149,360.68
302. Loss amounts paid by/for borrower (ii				ns in amount due seller (line 520)	39,468.90
					109,891.78
303. Cash A from to Borrower		2,466.31	603. Cash 区 to	II II FFOIR SENER	1 1055.051 70

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterished, line 403 and 404) is important tex information and is being furnished to the internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Salo or Exchange of Principal Residence, for any gain, with your income tex return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1940). You are required to provide the Settlement Agent (named above) with your correct texpayer identification number. If you do not provide the Settlement Agent with your texpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perfury, I certify that the number shown on this statement is my correct texpayer identification number.

(Soller) May June Pauley (So		and the second s	Her
------------------------------	--	--	-----



/uu, rotal sateststoker's Commission: [Dased on price] 149 Division of Commission (line 700) as follows: 701.	350.00 @ %	Paid from Borrower's Funds at	Paid From Seller's Funds at
702.		Solllament	Settlement
703. Commission paid at Sattlement 704.			0.00
800. Items Payable in Connection with Loan			
801. Loan Origination Fee		0.000.00	
802, Loan Discount Fee 2.50000% 803. Apprateal Fee to Appraisals Unlimited		2,986,88 180.00	
804. Credit Report to KFD (Kroll Factual Data)		7.19	
805. Lender's Inspection Fee			
800, Mortgage Insurance Application Fee 807, Flood life of loan coverage to First American Flood Data Services		5.00	
808, Flood cert fee to First American Flood Data Services		10.50	
809. Underwilling Fee to Quicken Loans		295.00 675,00	
810. Processing Fee to Quicken Loans 811. TSI Appreisal Services	معالمه موروب والمحاول موروب والمحاول والمحاول والمحاول والموالي والمحاول والمراوب والمحاول وا	80.00	-
812.			
813.		<u> </u>	
814. 900, Itoma Required by Lender to Be Paid in Advance	atterna prima pain eri in mala den erre de en		
901, Interest from May 10, 2006 to Jun 1, 2006 @	21.9900 per day	483.78	
902. Mortgage Insurance Premium for 903. Hazard Insurance Premium for		 	····
903, Hazard Insurance Premium for 904.	و در		The material of the contract o
905	inginaranyan in managan katalan katalan sa ara-arang ang managan katalan ing managan ing managan sa atalan sa Managang ng managan katalan sa atalan sa		
1000, Reserves Deposited with Lender 1001, Hazard Insurance 3 months @ \$	54.13 per month	162.30	. ور در ده دهند مهر استفادت این این در در در ده دهند این
1001, riszaro insurance 3 months @ \$ 1002, Mortgage insurance months @ \$	per month	0.00	
1003. City properly taxes months @ \$	per month	0.00	*************
1004. County property taxes 2 months @ \$ 1005. Annual assessments months @ \$	60,47 per month per month	100,94	
1003. inonths @ \$	par month	0.00	
1007.			
1008. 1009. Aggregate Accounting Adjustment	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	(158.68)	
1100. Title Charges	and the second s	7,00,000	
1101. Settlement/closing fee			
1102. Abstract/file search 1103. Title examination to intention Law Office PLLC		800.00	
1104. Title insurance binder		000.00	***************************************
1105: Document preparation			
1106. Notary fees 1107. Altorney's fees			
(Includes above Ilom numbors			
1108, Title Insurance to First American	nament from a franch from an fair den financia and a franch and a fran	380.00	
(includes above item numbers 1109, Lender's coverage \$119,475,00	ويساح وورد بالمساعدة والرسادة أخاره سيستدا فالأد ومعاو مساعد بالكليات	·	
1110. Owner's coverage	**************************************		
1111. Courier Fee to Ihlenfold Law Office PLLC		50.00	
1112, Document Fee to Ihlanfeld Law Office PLLC 1113.		60.00	
1200. Government Recording and Transfer Charges	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		<u> </u>
1201. Recording Deed 11.00 Mortgage 25.00		36.00	
	lgage Igage	0.00	657.80
1204.	gug		
1205.			
1206. 1300. Additional Sottlemont Charges	بقب ساوح والوزيد بين والمواجع بهدميان والمساول فيستون والمساعد المائد المائد المساعد المساعد المساعد المساعد ا		f
1301, Survey			
1302. Pest Inspection			
1303. 1304. VOD/VOM/VOR to Quicken Leans	المراكبة والمواجعة والمعارسين المعارض ومراجعة والمعارض والمعارضة والمعارضة والمعارضة والمعارضة والمعارضة	10.00	1
1306.		10.00	
1306.			
1307. 1308.			•
1400. Total Settlement Charges (This Number Transfers to Lines 1		5,854.00	663.8
i have carefully reviewed the HUD-1 Settlement Statement and to the ball receipts and disbursements made on my account or by me in this translationant Statement.	ast of my knowledge and belief	, il is a true and acc have recoived a cop	urale statement of y of the HUD-1
Sellor Sand Pauley Sellor	Kozum Lan Roxanno	hus Shea	Borrower
TO CHIEF	awant a sector tampa abita ayang Philippy and the com-		- DONONGI
To the best of my knowledge the HUD-1 Settlement Statement which is received and have been or vill be dishurshed by the undersigned as particular to the source of the settlement Agent	have prepared is true and accurate of the settlement of this transaction.	rate account of the location.	funds which wore
Inlenfold Law Office P.L.C. Solliemont Agent	3/10/0	V3 U810	

Internation Lawy Critice **PLILC** | WARNING: It is a crime to knowingly make toise statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Codo Section 1001 and Section 1010.

ettlement Statement ptional Form for ansactions without Sellers	U.S. Döpartmänt and Urhan Dayo	o)əmonit		NG 2802-0481
me & Address of Borrower: Roxanne Shea, Daniel V. Shea	· .].,	Nume & Address of Lender Quicken Loans Inc. (Lender) 20555 Victor Parkway Michael Lyon		
21 Ridyewood Ave Wheeling, WV 26003		Livonia, MI		Prosident of Iyaga Operati
porty Location: (if different from above)		Settlement A		
21 Rklgowood Ave		Title Source		<u> </u>
Witeeling, WV 26003			conent: bod Ave, Wheeling, WV 26003	
an Number:			nto: 07/31/08	***************************************
		Disbursom)5/08
Sotllement Charges		لنتسسنا	M. Disbursoments to Others	\$30,058.08
00. Items Payable in Connection with Los 01. Losn Origination Fee 1.000 % to: Quicken Losn	li)	1,632,50	1501. OCWEN LOAN SERVICING L 1602. AMERICAS SERVICING CO	\$119.961.02
03. Appraisal Fee to: WILSON APPRAISAL SERVIC	SE LLC	\$350.0D	1000.	
04: Gredit Report to: Gredeo		\$48.17		
07. Flood Life of Loan Coverage to: First American I	Flood	\$5.00	international contraction of the	
08. Flood Cort Foo to: Flust Amarican Flood Data So 13. Mi Pold in Cush	orvicos	\$10,50 \$0.75	and the same of	
UB. TSI Appraisal Services		\$80.00		
00. Items Required by Londer to be Paid	In Advance	*	and the state of t	
01: lut from 00/05/2008 to 09/01/2008		6700.24	مودان دودوناها دوستان مساور والمودي وموستان مودونات دارو والمهار والمودونات مودان والمودونات والمودونات والمود	
(9 \$ 28.23 per day for 27 days 02: Marigage Insurance Prendum for 12 Months Fi	nuncall	\$762.21		
000, Reserves Deposited with Londer				
001: Hazard Instrianco : O months @\$ - \$54.97 po		\$320.82		
002. Mortgage insurance 1 months @ \$ \$63.54		\$63.64		
004 County Taxas 3 months @\$ \$59.61 par no	ionth	*\$176.53 \$-226.51		
100. Tille Charges Tille Commingent 020	27610			
101. Selliemont/Closing Foo to: Tillo Sourco inc - N	otary .	576.00		
102. Abstract or Title Search to: TITLE SOURCE/II	NĈ.	\$150:00		
108. Title Insurance to: TITLE SOURCE, INC.		\$187.80 \$30.00		
116. Tax Carlification Fee to:) (ua Source inc.) \	ionary.	\$18,00	the state of the second	
200. Government:Recording and Transfer	r Charges			
1201b. Recording Mortgage Fee		\$24.00		
1300. Additional Settlement Charges		A45 00		
1307, Express MaWCourler Fee to: 1309: Ourcent Taxos Dué to: Of SIO COUNTY		\$45.00 357.06		
1400, Total Sottlement Charges				
(enler on line 1602)		\$6,617.36		
شیعهٔ به است همهمی میسیده و د خواج و این د " میده است میشود ده د لهملی و به " برست میده میشود به در و د مور مست میشد.			And a rough property of any property of the two transfer or any description of the and the description of the two transfer of	<u> </u>
			1520. TOTAL DISBURSED (onter on line 16	
a de la compressa de la compre La compressa de la compressa d			*Credit 808, 1201, 1113, 804, 1102, 1108, 803 807, 1116, 1307, 888, and \$261,53 of 1101	<u></u>
			507, 11th, 1307, 800, till 325 1.55 ct 1101	
والمراقة والمراقة والمستقالين والمراوس والمراوس والمراقة والمؤود والمراقة والمستقال والمراقة والمستقالة والمستقالة				
or and the second of the secon			<u> </u>	
			N. NET SETTLEMENT	
			1600. Loan Antount	\$155,548.0
- Land Carrier March Carrier Control Control			1801. Plus Deposit Previously Received	\$300.00
		برور وسیر میدو میروسی د سیری در پرساند سار		
نرا نسبار دان می ماند. در ایستار دان می در می می در می در می در می در می داد دان با در این ایستان در این در این داد این داد این می در	ر باد و دود در		Lander Crudit 'sae above	\$1,200.00
			1602: Minus Total Sollament Charges (Inc 1400) POC - Not in Total	\$6,817.31
			1603. Minus Total Disbursements to Others	\$150,010.9
هم به استان که در این در داده استان استان استان استان به این در این از در در در در د		ن دادانان بماندست. 	(line 1620)	The later of the l
		للمستنب	1604: Equals Cash to Borrower (effor expiration of any applicable	\$210.60
	TO CONTRACTOR		(esolssion pollou required by law)	
Borroyer(s) Signatures:	andri filo a bi a suma mangani pangani pangani pangani pangani pangani pangani pangani pangani pangani pangan Pangani pangani pangan			
	07/31/2009		•	07/31/2008
Roxanne Shee	Date	F1.1	V. Shea	Date

VMP-804 thud3-pct 2007/09 2029780399 07/29-18:32:47 torm HUD-1A (2/94) ref. RESPA

Barrelle service de la contrata del la contrata del la contrata de la contrata del la contrata de la contrata de la contrata del la contrat

Exhibit D





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